



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 August 5, 2014.**

5:15pm WORK SESSION:

1. URMMA Basics –Seth Perrins

6:00pm 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.

- a. * [Agenda Request –Bob Warner](#)

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Summer Construction Projects –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 – July 15, 2014
- b. * [Bureau of Reclamation Easement Encroachment Agreement for Sterling Hollow Waterline](#)
- c. * [Wollenzien Spanish Fork River Trail Property Exchange Agreement](#)
- d. * [SelectHealth Contracts](#)
- e. * [Utah State Department of Workforce Services HEAT Program Contract](#)

6. NEW BUSINESS:

- a. Planning Commission Appointments
- b. * [Nebo, Flonette, Canyon Subdivision Rebuild Change Order #1](#)

7. CLOSED SESSION:

- a. Property Purchase/Sale
- b. Litigation

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.



RECEIVED
JUL 28 2014

AGENDA REQUEST FORM

Date of Meeting Requested to Attend: Aug 5 2014

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

Name: Bob Warner

Address: 2002 East 30 North Spanish Fork Utah 84660

Phone Number: 801-794-8733

Please list the subject and detailed information regarding your request:

Concrete and backfill Codified standards
for newly constructed ^{homes} in the city of
Spanish Fork. Also Temperature standards
for pouring concrete in wintertime conditions.

Request made because homes in this new
subdivision have had failure rate requiring building
contractors to redo this work as Home owners
are left to repairs or tolerate after the year warranty.

Spanish Highlands subdivision

Bob Warner
Signature

July 28, 2014
Date

Tentative Minutes
Spanish Fork City Council Meeting
July 15, 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.

Citizens Present: Phil Bingham, Austin Bingham, LaMont Leavitt, Kris Leavitt, Randy Tuckett, Carla Tuckett, John Mendenhall, Lenna Mendenhall, Ann Dart, Heather Hope, Roger Hope, Tara Silver, Denise Irwin, Charles Irwin, Heidi Messenger, Unknown, Coulson Bingham, Beau Wilson, Unknown, Makayla Smith, Milina Smith, Paul Heyn, Gabriel Heyn, Loriena Heyn, Rebecca S. Bair, Bethany Irwin, Ashley Chidester, Anya Nielson, Chelsea Smith.

5:15pm WORK SESSION:

1. Multi-family Dwellings & Apartments –Dave Anderson

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 Christian Taylor.

Councilman Gordon led in the pledge of allegiance.

Councilman Davis invited Lamont and Kris Leavitt to announce the beginning of Fiesta Days.

Lamont & Kris Leavitt, Chairs of the Fiesta Days Committee, introduced the 2014 Grand Marshals Clyde and Barbara Swenson.

The Swenson's spoke a few words of thanks.

Kris Leavitt introduced Randy and Carla Tuckett, the outgoing chairs and John and Lenna Mendenhall the vice chairs. Ms. Leavitt thanked all the volunteers that help put Fiesta Days together.

The Fiesta Days Committee reviewed the events that will be happening throughout Fiesta Days.

Spanish Fork Community Theater welcomed all to their showing of Tom Sawyer starting August 24 through August 2.

Swearing in of Youth City Council

48 The Youth City Council introduced themselves and their position: Chelsea Smith, Mayor; Ashley
49 Chidester, Mayor Pro Tem; Anya Nielson, Service Representative; Bethany Erwin, Treasurer,
50 Loriena Heyn, Public Relations Officer; Rebecca Bair, Recorder.

51
52 Mayor Leifson swore in the Youth City Council.

53
54 **PUBLIC COMMENTS:**

55 Agenda Request – Utah Lawnmower Racing Association
56 Roger Hope with the Utah Lawnmower Racing Association said they have been here in Spanish
57 Fork for 5 years on the old city dump. They are here to ask for support of a new location since the
58 new Walmart is going in where they were. They are also asking for help to move their bleachers
59 to be stored somewhere or to a new location for a new track. They thought that one good place
60 would be the old gravel pits, or they are open to other ideas from the City.

61
62 Cary Hanks Director of the Spanish Fork Salem Chamber of Commerce said that in the brag tag
63 world we are leading the business. The Play Unplugged program is going great and September
64 6th will be end of the program event. Ms. Hanks reminded the public that the sidewalk sales will
65 run July 21 -24.

66
67 **COUNCIL COMMENTS:**

68 Councilman Mendenhall expressed his excitement for Fiesta Days and thanked all the volunteers.
69 There was an article in the paper today on a huge drug bust and congratulated the police
70 department.

71
72 Councilman Scoubes reviewed more details for the Flag Retirement that will be held Wednesday
73 July 16 at 7:30pm at the fairgrounds.

74
75 Councilman Dart said a few meetings ago we had a complaint about the cemetery and he visited
76 there today and it is looking much better. Councilman Dart thanked the cemetery staff.

77
78 Councilman Davis reviewed the safety issues during the Fiesta Days grand parade and asked all
79 participants to have walkers to hand out the candy, no throwing. Councilman Davis along with
80 Chief Adams reviewed the policy for setting up chairs prior to the parade. There will be no
81 setting up in front of businesses the night before only the morning of the 24th.

82
83 Dale Robinson reminded the public to get their tickets for the Fiesta Days Rodeo. It is July 21,
84 22, 23 & 24 and we have sold out all four nights for the past 30 rodeos.

85
86 Councilman Gordon said that the state baseball tournament is going on and thanked the Parks &
87 Recreation Department for the programs they provide. Councilman Gordon thanked the Fiesta
88 Days Committee for all their hard work.

89
90 Mayor Leifson said that a month ago the City had the Champions Challenge Rodeo that sold out
91 and now we will have four nights of the Fiesta Days Rodeo that will sell out, so get your tickets
92 now. Mayor Leifson said Spanish Fork was ranked the #1 city to live in the state and thanked
93 the citizens for helping make Spanish Fork #1. Mayor Leifson said the Play Unplugged program
94 is going great and the kids and parents love it.

95

96 **SPANISH FORK 101:** FEMA Flood Plain Mapping –Chris Thompson

97

98 **CONSENT ITEMS:**

99

a. Minutes of Spanish Fork City Council Meeting – June 17, 2014

100

b. BYU Trail and River Access Easement Agreement

101

c. Approve Real Estate Exchange Agreement with Scenic Development

102

d. Marty Grange Waterline Connector’s Agreement

103

e. Mountainland Association of Governments Aging & Family Services Contract

104

105

Councilman Gordon made a **Motion** to **approve** the consent items.

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

107

108 **NEW BUSINESS:**

109

Appointment of a Board member and an Alternate for the Utah Lake Commission

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Mayor Leifson appointed Councilman Mendenhall as the board member and Chris Thompson and Dennis Sorensen as the alternates.

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112

113

Councilman Davis made a **Motion** to **approve** the Mayor’s appointment of Councilman

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Mendenhall as the board member and Chris Thompson and Dennis Sorensen as the alternates

115

for the Utah Lake Commission.

116

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

117

118

Appointment to the Parks & Recreation Committee

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Mayor Leifson appointed Lincey Duvall to the Parks & Recreation Committee.

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121

Councilman Dart made a **Motion** to **approve** the Mayor’s appointment of Lincey Duvall to the

122

Parks & Recreation Committee.

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

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125

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.

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Dave Anderson pointed out on the map where the property is located. This proposal is to begin further study of annexing this property.

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Councilman Scoubes made a **Motion** to **approve** the Stillman Annexation for further study.

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

133

134

ADJOURN:

135

Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Property

136

Sell/Purchase.

137

Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:24 p.m.

138

139

ADOPTED:

140

Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: August 1, 2014
Re: Bureau of Reclamation Easement Encroachment Agreement for Sterling Hollow Waterline

Staff Report

The city needs an easement encroachment agreement in place with the Bureau of Reclamation for the new waterline installed around Cold Springs to the Sterling Hollow tanks. There is no cost associated with the agreement. We recommend that the city council approve this agreement to encroach on the Bureau's easement.

Attached: agreement



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
CENTRAL UTAH PROJECT
BONNEVILLE UNIT
UTAH LAKE DRAINAGE BASIN WATER DELIVERY SYSTEM
SPANISH FORK CANYON PIPELINE, REACH 2

EASEMENT ENCROACHMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
SPANISH FORK CITY

This Easement Encroachment Agreement made this 19th day of December 2011, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States, and SPANISH FORK CITY, hereinafter referred to as the City.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of a certain non-exclusive easement acquired from UDOT for the Spanish Fork Canyon Pipeline, Reach 2 being recorded on June 9, 2009, Entry 63751 on Pages 1 through 6, in the official records of Utah County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the City has requested permission to encroach upon the Easement of the United States by installing a waterline and a drain line in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the City only to the extent and for the purposes set forth below:

The City will install, operate, and maintain the following improvements associated with the construction of the Lower Crab Creek Transmission Line: a 24-inch C-905 PVC waterline within a 30-inch steel casing, and a 30-inch PVC drain line within a 42-inch steel casing, crossing under the Spanish Fork Canyon Pipeline, Reach 2, at Section 12, Township 9 South, Range 3 East, Salt Lake Base and Meridian as shown on Exhibits B through E, attached hereto and by this reference made a part hereof.

The City will maintain a minimum clearance of four feet from the bottom of the canal to the top of the Spanish Fork Pipeline.

1. The federal agency is the Department of the Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

3. The City or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and the Central Utah Water Conservancy District, hereinafter called the District.

4. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. ILLEGAL USE: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. TERMINATION OF AGREEMENT: This agreement will terminate and all rights of the City hereunder will cease, and the City will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

After failure of the City to observe any of the conditions of this agreement, and on the tenth day following service of written notice on the City of termination because of failure to observe such condition.

7. HOLD HARMLESS: The City hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the City activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the City, the City hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort

Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the City encroaching upon the Easement of the United States, the Landowner's Permittee agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason of encroachment upon the Easement of the United States by the City. The City hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the City from the construction, operation, and maintenance of Project works upon said lands; provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the City or its Contractor will promptly pay to the United States or the City, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. PROTECTION OF UNITED STATES INTERESTS: The City shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

9. UNRESTRICTED ACCESS: The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

10. COVENANT AGAINST CONTINGENT FEES: The City warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this agreement without liability or in its discretion to require City to pay the full amount of such commission, percentage, brokerage, or contingent fee.

11. OFFICIALS NOT TO BENEFIT: No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

12. SUCCESSORS IN INTEREST OBLIGATED: The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the City shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

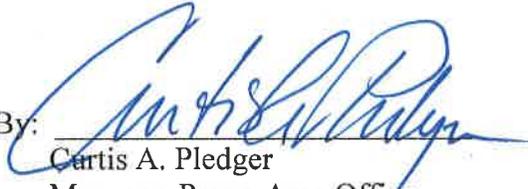
13. This agreement makes no finding as to the right, title, or validity of the City or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

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

UNITED STATES OF AMERICA

By: 
for Reed R. Murray
Program Director, DOI

UNITED STATES OF AMERICA

By: 
Curtis A. Pledger
Manager, Provo Area Office

SPANISH FORK CITY

By: 
Title: Mayor

CONCUR:

CENTRAL UTAH WATER CONSERVANCY DISTRICT

By: 
Title: Bonneville O&M Manager

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of UT)

On this 19th day of December, 2011, personally appeared before me Curtis A. Pless, known to me to be the Area Manager of the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, United States Department of Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.



Pauline P. Brown
Notary Public

ACKNOWLEDGMENT OF THE UNITED STATES

State of UT)
) ss.
County of UT)

Lee Bayl On this 19th day of December, 2011, personally appeared before me Reed R. Murray, known to me to be the Program Director of the Bureau of Reclamation, United States Department of Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.



Pauline P. Brown
Notary Public

ACKNOWLEDGMENT OF SPANISH FORK CITY

State of Utah)
) ss.
County of Utah)

On this 13 day of December, 2011, personally appeared before me G. Wayne Andersen, to be known to be the Mayor of Spanish Fork City, the signer of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of Spanish Fork City, pursuant to authority delegated to him/her.

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



Marlo Smith
Notary Public

ACKNOWLEDGMENT OF CENTRAL UTAH WATER CONSERVANCY DISTRICT

State of UT)
County of SL UT) ss. Del

On this 13th day of December, 2011, personally appeared before me Daryl Dewey, to be known to be the Bonneville A/M Manager Central Utah Water Conservancy District, the signer of the above instrument, who duly acknowledged to me that he/~~she~~ executed the same on behalf of Central Utah Water Conservancy District, pursuant to authority delegated to him/~~her~~

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

(NOTARY SEAL)



Debrah R. Vanoy
Notary Public

EXHIBIT "A"

ENCROACHMENT GUIDELINES FOR SPANISH FORK CANYON PIPELINE, REACH 2

PROTECTION CRITERIA

A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways. However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**

B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as fences, retaining walls, block walls, buildings, garages, decks, carports, trailers, and swimming pools as designated by the United States.

C. No trees or vines will be allowed within the rights-of-way of the United States.

D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of water users or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications

I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States and/or the District upon completion of construction and shall provide the District with one copy and the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States at (801) 379-1000 and/or the District at (801) 226-7100 at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States and/or the District.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: August 1, 2014
Re: Wollenzien Property Exchange Agreement for the 2014 MAG Grant Spanish Fork River Trail Project

Staff Report

RECOMMENDED ACTION

Approval of the Wollenzien Property Exchange 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.

West of Poplar Lane the trail will come from along the river and detour around Wollenzien's east property. The trail will remain along the river at his Wollenzien's west property.

DISCUSSION

This property exchange is required to enable us to connect the river trail through the River Bottoms area. This agreement proposes exchange an equivalent amount of city owned River Bottoms property for the property needed for the trail.

Attached: agreement



SPANISH FORK RIVER TRAIL SYSTEM WOLLENZIEN & SPANISH FORK CITY PROPERTY EXCHANGE AGREEMENT

This agreement is entered between JOHN C. WOLLENZIEN, (Wollenzien) and SPANISH FORK CITY, (City) for the purpose of exchanging property between both parties for the purpose of constructing a public trail system along the Spanish Fork River.

WHEREAS, John C. Wollenzien is the owner of real property in Spanish Fork, Utah, Parcel Serial# 27:045:0006 & Parcel Serial# 27:046:0021; and

WHEREAS, City is desirous of obtaining property owned by Wollenzien for the purpose of constructing a public trail system. Wollenzien has agreed to deed to the City property along the river from Parcel Serial# 27:045:0006 and property along the northern boundary of Parcel Serial# 27:046:0021 in exchange for property owned by City adjacent to and to the northwest of said Wollenzien property from Parcel Serial# 27:040:0037.

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

1. Wollenzien and the City will exchange property by Quit Claim Deeds as per Exhibit "A" described as follows:

Wollenzien property (Parcel 1) to be deeded to City is described as follows:

BEGINNING AT A POINT ON THE EAST LINE OF GRANTOR'S PROPERTY, SAID POINT BEING 720.93 FEET S89°12'20"W ALONG THE NORTH SECTION LINE AND 768.18 FEET S00°47'40"E FROM THE NORTH QUARTER CORNER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) CALLS; (1) S36°04'06"W 22.04 FEET; (2) S01°28'57"W 62.14 FEET TO THE SOUTHEAST CORNER OF GRANTOR'S PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID GRANTOR'S PROPERTY THE FOLLOWING TWO (2) CALLS; (1) N43°59'25"W 243.60 FEET; (2) N25°42'12"W 537.08 FEET; THENCE ALONG THE NORTHWEST PROPERTY LINE N46°56'35"E 62.01 FEET; THENCE S19°09'48"E 195.63 FEET TO A POINT ON A 988.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 116.27 FEET, CHORD BEARS S22°32'05"E 116.21 FEET; THENCE S25°54'23"E 74.49 FEET TO A POINT ON A 388.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 43.83 FEET, CHORD BEARS S29°08'32"E 43.80 FEET; THENCE S32°22'41"E 57.48 FEET TO A POINT ON A 388.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 19.32 FEET, CHORD BEARS S33°48'16"E 19.31 FEET; THENCE S35°13'50"E 92.46 FEET TO A POINT ON A 238.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE

89.76 FEET, CHORD BEARS S46°02'07"E 89.23 FEET; THENCE S73°16'51"E 14.24 FEET; THENCE S63°23'44"E 40.32 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.723 ACRES

Wollenzien property (Parcel 2) to be deeded to City is described as follows:

BEGINNING AT THE NORTHEAST CORNER OF GRANTOR'S PROPERTY, SAID POINT BEING 2101.03 FEET S00°17'46"E ALONG THE EAST SECTION LINE AND 202.97 FEET S89°59'20"W FROM THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE S00°36'06"W 24.93 FEET ALONG THE EAST LINE OF SAID GRANTOR'S PROPERTY; THENCE N88°47'43"W 12.36 FEET TO A POINT ON A 79.20 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 51.62 FEET, CHORD BEARS N70°07'18"W 50.72 FEET; THENCE N51°26'54"W 177.53 FEET TO A POINT ON A 735.80 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 230.85 FEET, CHORD BEARS N60°26'11"W 229.91 FEET; THENCE N69°25'29"W 403.44 FEET TO A POINT ON A 114.20 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 139.06 FEET, CHORD BEARS N34°32'23"W 130.63 FEET; THENCE N00°20'43"E 26.39 FEET TO A POINT ON A 85.80 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 157.98 FEET, CHORD BEARS N52°24'07"W 136.59 FEET; THENCE S74°51'02"W 15.31 FEET TO A POINT ON A 535.80 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 368.29 FEET, CHORD BEARS S55°09'33"W 361.08 FEET; THENCE S35°28'04"W 147.59 FEET TO A POINT ON A 1014.20 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 36.01 FEET, CHORD BEARS S36°29'06"W 36.01 FEET; THENCE S37°30'08"W 119.22 FEET TO A POINT ON A 85.80 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 9.68 FEET, CHORD BEARS S34°16'13"W 9.68 FEET; THENCE S31°02'17"W 66.01 FEET; THENCE S59°12'18"W 59.19 FEET TO A POINT ON THE WEST LINE OF SAID GRANTOR'S PROPERTY; THENCE N34°12'40"W 3.15 FEET; THENCE N28°22'59"E 20.20 FEET; THENCE N19°16'36"E 19.62 FEET; THENCE N35°34'25"E 499.10 FEET; THENCE N54°02'21"E 157.07 FEET; THENCE N73°20'56"E 209.72 FEET; THENCE N82°59'08"E 16.87 FEET; THENCE S48°29'16"E 51.79 FEET; THENCE S19°53'53"E 224.40 FEET TO A POINT ON A 93.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 6.55 FEET, CHORD BEARS S67°24'25"E 6.55 FEET; THENCE S69°25'29"E 17.13 FEET; THENCE N86°26'39"E 15.67 FEET; THENCE S69°20'30"E 95.60 FEET; THENCE S68°55'11"E 291.64 FEET; THENCE S63°24'15"E 122.33 FEET; THENCE S56°59'06"E 52.00 FEET; THENCE S50°49'42"E 149.17 FEET; THENCE S51°26'54"E 73.17 FEET; THENCE S57°55'25"E 19.76 FEET; THENCE S77°18'21"E

17.20 FEET; THENCE N73°56'10"E 9.35 FEET; THENCE N89°59'20"E 7.77 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.43 ACRES

City property (Parcel 3) to be deeded to Wollenzien is described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN, SAID PARCEL BEING PART OF THE LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AS ENTRY NUMBER 110433:2010 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF GRANTOR'S PROPERTY AS DESCRIBED IN SAID WARRANTY DEED, SAID POINT BEING 459.20 FEET NORTH ALONG THE SECTION LINE AND 430.32 FEET WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30, SAID POINT ALSO BEING DESCRIBED IN THE RECORD AS 2199.68 FEET SOUTH AND 459.20 FEET WEST OF THE CENTER OF SAID SECTION 30, AND RUNNING THENCE ALONG THE EAST LINE OF GRANTOR'S PROPERTY S47°11'39"W 527.98 FEET TO AN INTERSECTION OF SAID EAST LINE AND THE EXTENSION OF THE CENTERLINE OF A DITCH; THENCE ALONG THE CENTERLINE OF SAID DITCH AND AN EXTENSION OF SAID CENTERLINE N43°55'42"W 183.38 FEET; THENCE N47°11'39"E 493.62 FEET; THENCE S54°30'02"E 187.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2.15 ACRES

(See Attached Exhibit "A" for said Parcels)

2. At this time, City property described above (Parcel 3) to be deeded to Wollenzien will not be used by Wollenzien and shall remain in its current use and City's care. City will, instead, fence off a section of land (Parcel 4) adjacent to said (Parcel 3) for Wollenzien to use until said (Parcel 3) becomes available or properties of either the City or Wollenzien develop. Wollenzien may take possession of said Parcel 3 within 90 days of giving the City written notice of intent to take possession of said Parcel 3.

(See Attached Exhibit "E" for said Parcels)

3. To summarize, The City is trading 2.15 acres of property west of Wollenzien property shown as Parcel 3 on Exhibit "A" for 2.15 acres of Wollenzien property shown as Parcels 1 & 2 on Exhibit "A". Parcel 1 is describe from the centerline of the Spanish Fork River to the proposed fence line along the river trail, said fence line being the new property line. Parcel 2 is describe from property line along ditch to proposed fence line along trail, said

fence line being the new property line. The property between Parcel 3 & 4 is described as the centerline of ditch as shown on Exhibit "E". Wollenzien and the City have agreed to keep Parcel 3 in its current use at this time. City has agreed to fence off a portion of property adjacent to Parcel 3 to be occupied and used by Wollenzien shown as Parcel 4. If City for any reason takes possession of Parcel 4, City guarantees to provide access to irrigation ditch between Parcel 3 & 4 to Wollenzien for the purpose of watering live stock.

(See Attached Exhibit "E" for Parcels 3 & 4 Dimensions and Exhibit "B" for Fencing)

4. City, working with UDOT, shall cause the trail to be constructed per the UDOT Spanish Fork River Trail Plans, Federal Aid Project F-LC49(142) PIN: 10962
5. The trail, when constructed, shall be for pedestrian and equestrian use. No overnight camping shall be allowed along the trail adjacent to Wollenzien's property. No motorized vehicles shall be allowed except for access by Wollenzien for agriculture purposes, maintenance of the trail and river, and emergency vehicles. City may place appropriate bollards to keep motorized vehicles off the trail. If said bollards restrict access to Wollenzien's property, City will provide Wollenzien a key to said bollards. City will also post signs indicating the restriction concerning motorized vehicles.
6. City shall cause the contractor installing the trail to haul away and dispose of any rubbish, sticks, trash, cement, large rocks, or similar type of debris which is removed during excavation and shall cause the excavated site to be restored to a similar condition which existed prior to the excavation.
7. City shall repair and restore all of Wollenzien's property or adjacent property to the trail that may be damaged in the prosecution of any work by City, its agents, servants, employees, or contractors. City shall also restore the surface condition to the same or substantially the same condition that it was in prior to such work by City. City will further leave the property and adjacent property of Wollenzien in a clean condition free of litter and debris.
8. City shall construct a field fence along the proposed trail. City shall construct four (4) "Powder River" type double gate with a minimum of eight foot and a of maximum twelve foot panels. City shall also provide one (1) walk-through gate. Gates shall be constructed at locations identified by Wollenzien. City shall also install approximately seventy (70) feet of privacy chain link fence, with slats, at a location identified by Wollenzien. City shall also construct a field fence between City property and property deeded to Wollenzien.

(See Attached Exhibit "B & B-1")

9. The fence referred to in paragraph 7 will restrict Wollenzien's ability to water cattle and/or other livestock from the Spanish Fork River on Parcel Serial# 27:045:0006. Therefore, at Wollenzien's request, a city water line may be installed to provide water to said Parcel. Wollenzien may have one residential drinking water hookup and one stock water hookup. City will not require any water rights to be dedicated to the City for said hookups. No more than one hookup of each kind will be allowed. Wollenzien shall be responsible for all improvements and costs associated with said water line.

10. In the event a city water line is installed and if Wollenzien elects to receive a residential drinking water hookup, Wollenzien realizes that the water line is insufficient to provide adequate fire flows and Wollenzien cannot rely on that source of water as adequate to fight any fire. In the event of a fire, Wollenzien agrees to indemnify and hold harmless City from any and all damages occurring thereby, whether to persons or property, and including the cost of defending any action, including attorneys and expert witness fees. Wollenzien agrees to comply with all requirements of the local government entity having jurisdiction to issue a building permit. In addition, due to the location of the water line and the fact that water at the end of a water line tends to become stagnate and/or stale, City cannot guarantee the quality of the water being provide through the water line.
11. In the event a water line is installed, for either stock watering or culinary use, City will meter the water line and Wollenzien shall be responsible to pay for the amount of water consumed, pursuant to the rates in place to other users in Wollenzien's circumstances. Wollenzien understands that non-resident rates are considerably higher than resident rates and accepts the non-resident rate by making connection to any installed water lines which are installed prior to annexation into Spanish Fork City.
12. City shall improve a 40 by 110 foot storage area with a minimum of 6 inches of compacted road base for the relocation of existing outdoor storage along proposed trail. City shall also haul two addition dump truck loads of road base to a location identified by Wollenzien for the relocation of an existing cabin along proposed trail.

(See Attached Exhibit "C")
13. Wollenzien shall have no obligation to remove trash from the trail. City shall be responsible to contract for trash removal, or do it itself.
14. Wollenzien shall grant the City or its representative reasonable access through his property for the construction of the proposed river trail.

(See Attached Exhibit "D")
15. The title to the property being conveyed to Wollenzien shall be pursuant to a Quit Claim Deed and shall be vested in the name of John C. Wollenzien, Trustee of the John C. Wollenzien Family Trust. Title to the property being conveyed to City shall be pursuant to a Quit Claim Deed and shall be vested in the name of Spanish Fork City. City shall be responsible to prepare said deeds.
16. City has heretofore investigated the property and determined that it is suitable for its purposes. City therefore accepts the property "as is".
17. City shall be responsible for all improvements and costs associated with this agreement and the construction of the river trail.
18. This document represents the entire agreement between the parties. All prior negotiations, representations, commitments, or understandings are merged herein and superseded hereby. This agreement may only be amended by written agreement entered into between the parties.

DATED this 14 day of July, 2014



SPANISH FORK CITY By:


STEVE LEIFSON, MAYOR

ATTEST:


KENT R. CLARK, CITY RECORDER

JOHN C. WOLLENZIEN FAMILY TRUST By:


JOHN C. WOLLENZIEN, Trustee

Exhibit A Wollenzien WD to SFC 2014



1" = 500 Ft

Legend

- ▭ Parcel 1 .72 Acres
- ▭ Parcel 2 1.43 Acres
- ▭ Parcel 3 2.15 Acres
- ▭ Parcel 4
- Roads
 - Not Paved
 - Paved
- County SF Parcels
- Rivers
- ⊞ Spanish Fork Boundary

Print Date: 7/8/2014



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 (Intern)
(801) 804-4572 (Intern)

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.

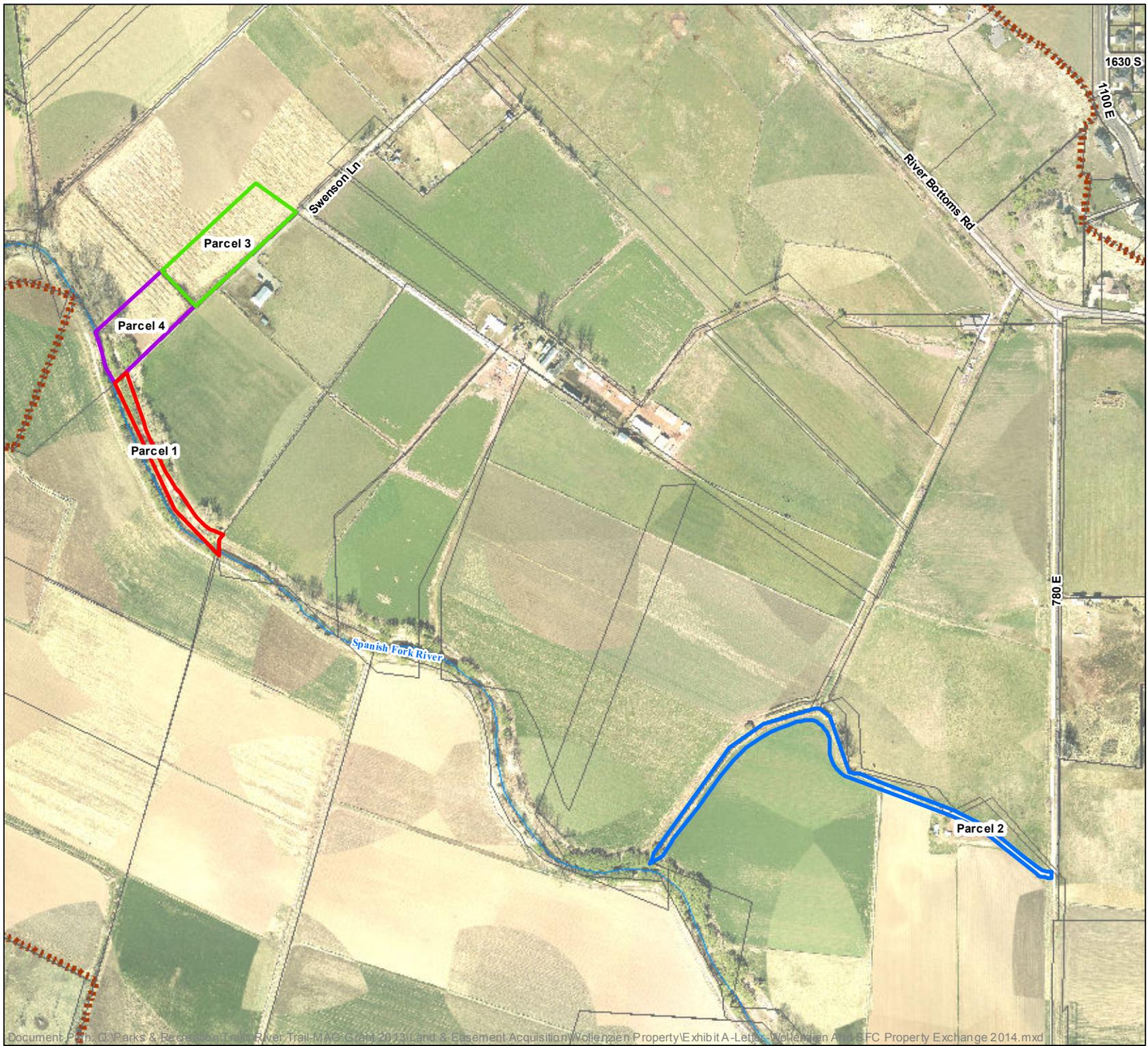


Exhibit B-1 Wollenzien WD to SFC 2014



1" = 200 Ft

Legend

 Field Fence

Roads

--- Not Paved

 County SF Parcels

 Rivers

Print Date: 6/17/2014



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 (Intern)

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Wollenzien And SFC Road Base Pads Exhibit C



1" = 400 Ft

Legend

-  Road Base Dump Site
-  Road Base Pads
- Roads
 -  Not Paved
 -  Paved
-  County SF Parcels

Print Date: 6/27/2014



GEOGRAPHIC INFORMATION SYSTEMS

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Spanish Fork, UT 84660
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Wollenzien And SFC Construction Access Exhibit D



1" = 303 Ft

Legend

- Construction_Access
- Roads
 - Not Paved
 - County SF Parcels
- Spanish Fork Boundary

Print Date: 10/25/2013



GEOGRAPHIC INFORMATION SYSTEMS

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Spanish Fork, UT 84660
GIS Phone Numbers;
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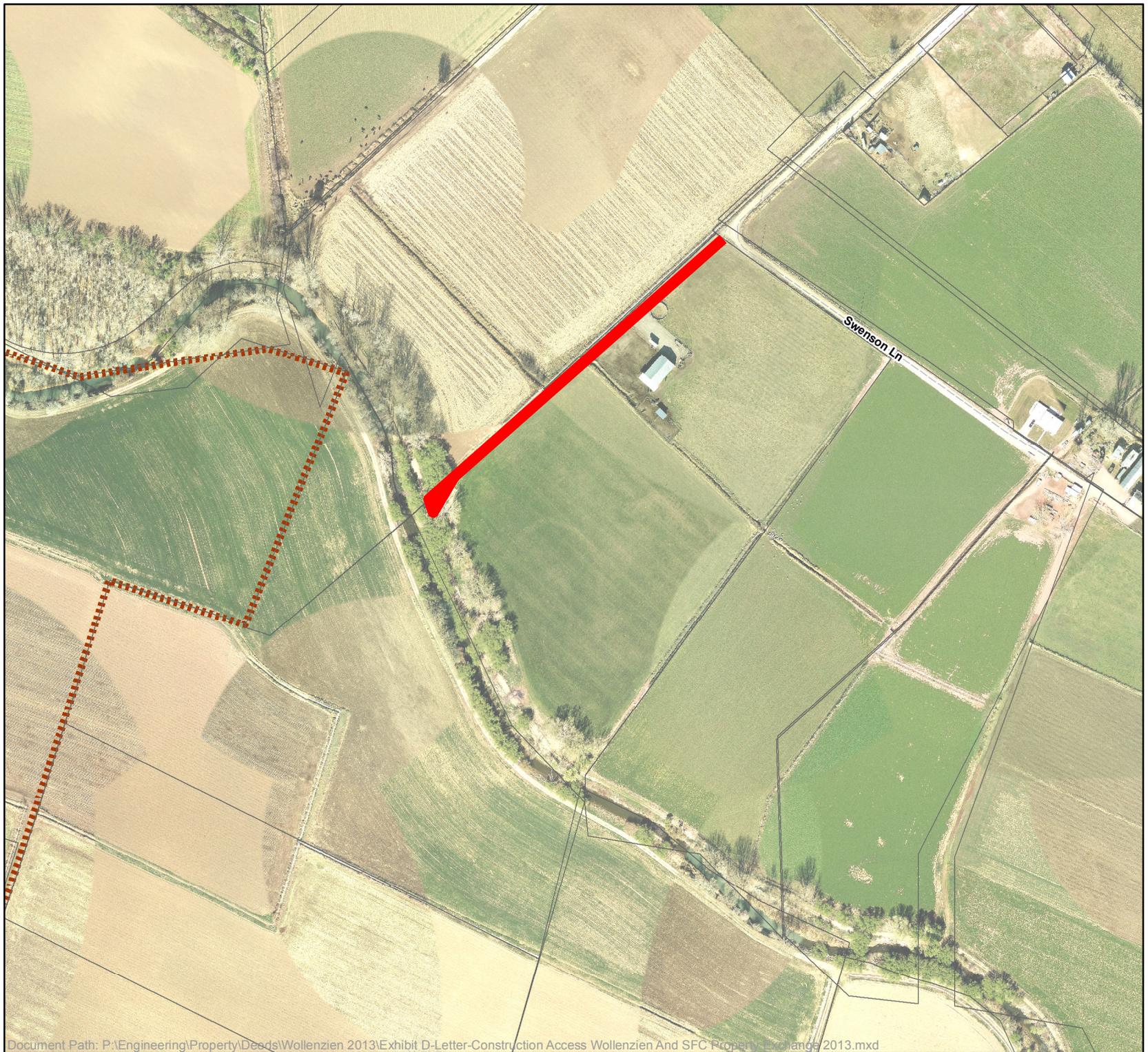


Exhibit E Wollenzien WD to SFC 2014



1" = 200 Ft

Legend

- Parcel 3 2.15 Acres
- Parcel 4
- Roads
- Not Paved
- Spanish Fork Boundary

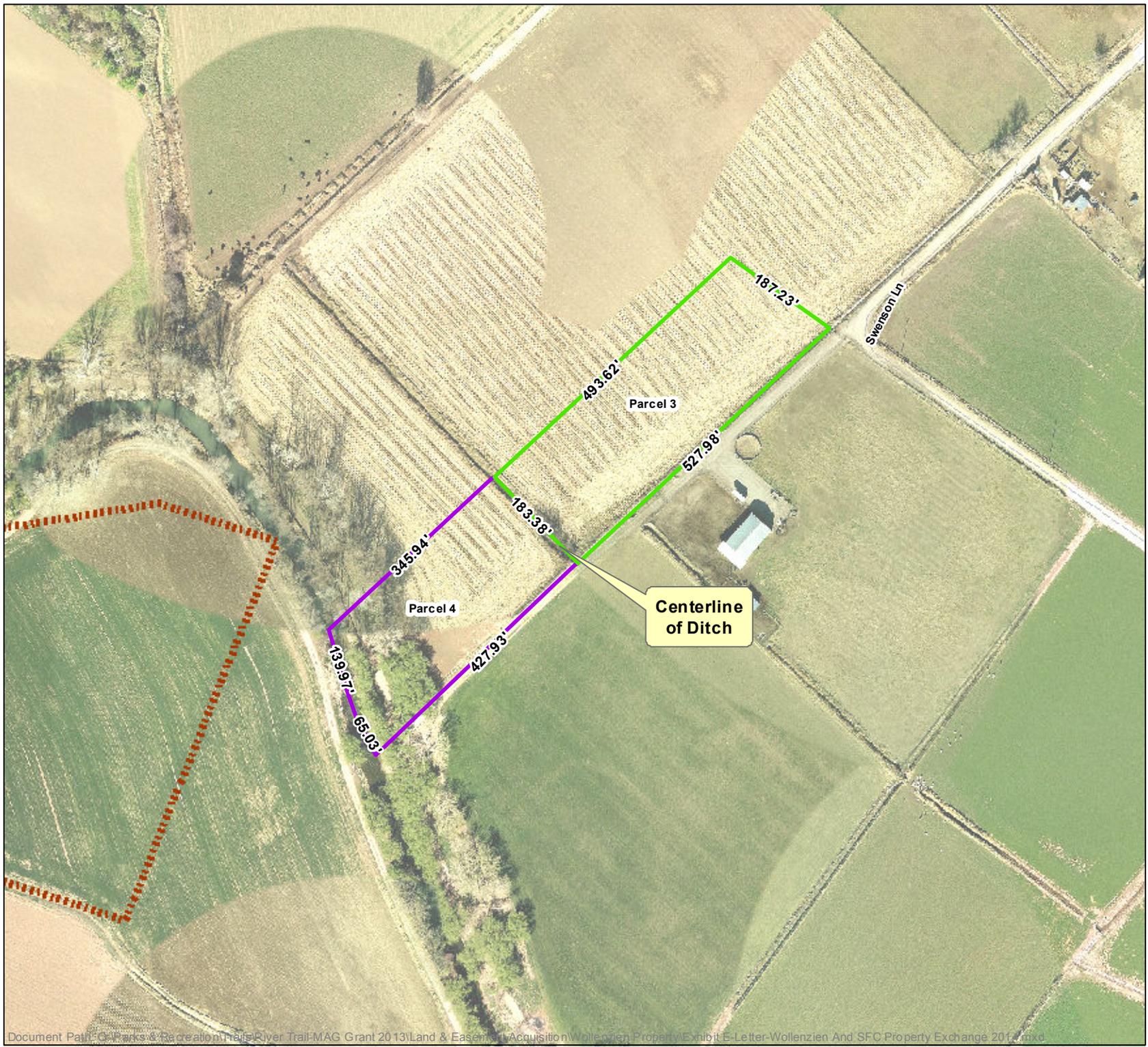
Print Date: 7/9/2014



GEOGRAPHIC INFORMATION SYSTEMS

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Spanish Fork, UT 84660
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**SPANISH FORK CITY
STAFF REPORT TO CITY COUNCIL**



Agenda Date:	August 5, 2014
Staff Contacts:	Seth Perrins, Assistant City Manager
Reviewed By:	Dave Oyler, City Manager
Subject:	Recommended changes to the personnel policy manual

Background

Spanish Fork City contracts with SelectHealth to provide medical insurance to eligible employees, council members, and their families. The contract the city has with SelectHealth runs from July to June of each year. The following pages outline the basic components of the city's insurance renewal, including premium costs for each of the two plans offered.

Rates continue to go up and there are several reasons for this. Market forces continue to push costs higher and changes in federal legislation have added costs too. However, utilization of the plan is very high and as long as employees and insured family members use the insurance as much as we have in the past few years, we can expect premiums to continue to increase.

This contract reflects a few changes made to the plans, including increasing the deductibles.

Budget Impact

The original renewal given by SelectHealth was for just over 17%. After negotiations and making changes to the plan, the increase was reduced to 9%. These adjustments reduced the city's premium increase this year by about \$125,000.

Staff presented all the details of the plan changes, including all the costs and relative savings associated with the changes in the 2015 budget process.

Recommendation

We recommend you approve this contract with SelectHealth. We acknowledge that the contract year has already begun, however, we only recently received a copy of this contract to sign. The terms and conditions are as we discussed with you in the 2015 budget work sessions.

Attachments:

Each contract is nearly 100 pages, however the first five pages of each contract contain the main points of the contract and the proposed changes. Because we have offer two plans to our employees, we have two separate contracts. The first five pages of each contract are attached. The additional pages of each contract are available for review should you wish to read all of them.

2014

Medical Contract

Spanish Fork City



GROUP APPLICATION

Product Select Med PLUS

Employer SPANISH FORK CITY

Employer Contact ~~MAYOR WAYNE ANDERSEN~~ STEVE LEIFSON

Employer Address 40 S MAIN

SPANISH FORK, UT 84660

Affiliated Businesses/Subsidiaries Covered by this Application

Employer is hereby applying for, and agreeing to, the terms of the attached Group Health Insurance Contract with SelectHealth, 5381 Green Street, Murray, Utah 84123. SelectHealth is entering into this Contract in reliance upon the underwriting information supplied by the employer, which shall be considered to be material representations of fact by employer to SelectHealth. SelectHealth and employer agree upon the following:

1. Monthly Premiums.

On or before the first day of each month, employer shall pay the following Premiums to SelectHealth:

\$ 523.30	for each single party enrollment
\$ 1151.70	for each Subscriber plus spouse enrollment
\$ 1151.70	for each Subscriber plus child enrollment
\$ 1551.20	for each Subscriber plus children enrollment
\$ 1551.20	for each family enrollment

2. Eligibility, Prepayment and Enrollment Criteria.

In order to be Eligible, your employees and their Dependents must meet the criteria for participation and enrollment specified in this Group Application and elsewhere in the Contract. A person may only be considered an employee if the employer withholds and pays to the government Social Security and Medicare taxes and income tax withholding on the employee's wages.

2.1 Scheduled hours of work per week.

Employees must be scheduled to work 20 hours per week to be Eligible for coverage under the Plan. During the Employer Waiting Period, the employee must work the minimum required hours except for paid time off or time the employee does not work due to health status, a medical condition, the receipt of health care, or disability. SelectHealth may require documentation to verify the number of hours an employee has worked.

2.2 Portion of Premium employer must contribute.

83% for all tiers

2.3 Limiting Age.

Children are eligible to the age of 26 except where the child meets the criteria for disabled children specified in Section 2-"Eligibility" of the Certificate.

2.4 Retirees.

Retirees are not covered.

2.5 Domestic Partners.

Domestic partners are not covered.

2.6 Leave of Absence.

Eligible employees may be granted up to a 60 day leave of absence by employer or up to the time allowed for a qualifying leave under the Family Medical Leave Act. Leave time can only be accrued and used by the employee using the leave time. Leave banks beyond what is required by the FMLA, i.e. where employees share or purchase leave time from other employees, are not allowed.

2.7 Initial Eligibility Period.

The Initial Eligibility Period is 31 days.

2.8 Waiting Period.

There is no Employer Waiting Period for employees and the Effective Date is the date of employment.

2.9 Other employees.

Leased employees and independent contractors are not Eligible for coverage by SelectHealth.

2.10 Termination.

Coverage will terminate on the end of the calendar month in which Subscriber and/or Dependents lose Eligibility. When a loss of Eligibility is not reported in a timely fashion as required by the Contract and federal or state law prevents SelectHealth from retroactively terminating coverage, SelectHealth has the discretion to determine the prospective date of termination. SelectHealth also has the discretion to determine the date of termination for Rescissions.

3. Duration of Contract.

This Contract is effective on July 1, 2014 to June 30, 2015, for a term of 12 months.

4. Additional Terms.

4.1 Certificates of Creditable Coverage.

SelectHealth will provide the certificates of creditable coverage required under the Health Insurance Portability and Accountability Act of 1996. SelectHealth will not be responsible for sending certificates to any employee that may have terminated employment while still in an Employer Waiting Period (i.e., before the employee's Effective Date).

Product: Select Med PLUS

Effective Date: July 1, 2014

Acknowledged and agreed:

Employer: SPANISH FORK CITY

By: _____

Printed Name:

STEVE LEIFSON

Title:

MAYOR

Date: _____

SelectHealth:

By: _____

Printed Name:

Patricia R. Richards

Title:

President / Chief Executive Officer

Date:

6/26/2014

2014

Medical Contract

Spanish Fork City



GROUP APPLICATION

Product Select Med PLUS HDHP

Employer SPANISH FORK CITY

Employer Contact *STEVE LEIFSON*
MAYOR WAYNE ANDERSEN

Employer Address 40 S MAIN

SPANISH FORK, UT 84660

Affiliated Businesses/Subsidiaries Covered by this Application

Employer is hereby applying for, and agreeing to, the terms of the attached Group Health Insurance Contract with SelectHealth, 5381 Green Street, Murray, Utah 84123. SelectHealth is entering into this Contract in reliance upon the underwriting information supplied by the employer, which shall be considered to be material representations of fact by employer to SelectHealth. SelectHealth and employer agree upon the following:

1. Monthly Premiums.

On or before the first day of each month, employer shall pay the following Premiums to SelectHealth:

\$ 430.80	for each single party enrollment
\$ 948.10	for each Subscriber plus spouse enrollment
\$ 948.10	for each Subscriber plus child enrollment
\$ 1277.10	for each Subscriber plus children enrollment
\$ 1277.10	for each family enrollment

2. Eligibility, Prepayment and Enrollment Criteria.

In order to be Eligible, your employees and their Dependents must meet the criteria for participation and enrollment specified in this Group Application and elsewhere in the Contract. A person may only be considered an employee if the employer withholds and pays to the government Social Security and Medicare taxes and income tax withholding on the employee's wages.

2.1 Scheduled hours of work per week.

Employees must be scheduled to work 20 hours per week to be Eligible for coverage under the Plan. During the Employer Waiting Period, the employee must work the minimum required hours except for paid time off or time the employee does not work due to health status, a medical condition, the receipt of health care, or disability. SelectHealth may require documentation to verify the number of hours an employee has worked.

2.2 Portion of Premium employer must contribute.

100% for all tiers

2.3 Limiting Age.

Children are eligible to the age of 26 except where the child meets the criteria for disabled children specified in Section 2-"Eligibility" of the Certificate.

2.4 Retirees.

Retirees are not covered.

2.5 Domestic Partners.

Domestic partners are not covered.

2.6 Leave of Absence.

Eligible employees may be granted up to a 60 day leave of absence by employer or up to the time allowed for a qualifying leave under the Family Medical Leave Act. Leave time can only be accrued and used by the employee using the leave time. Leave banks beyond what is required by the FMLA, i.e. where employees share or purchase leave time from other employees, are not allowed.

2.7 Initial Eligibility Period.

The Initial Eligibility Period is 31 days.

2.8 Waiting Period.

There is no Employer Waiting Period for employees and the Effective Date is the date of employment.

2.9 Other employees.

Leased employees and independent contractors are not Eligible for coverage by SelectHealth.

2.10 Termination.

Coverage will terminate on the end of the calendar month in which Subscriber and/or Dependents lose Eligibility. When a loss of Eligibility is not reported in a timely fashion as required by the Contract and federal or state law prevents SelectHealth from retroactively terminating coverage, SelectHealth has the discretion to determine the prospective date of termination. SelectHealth also has the discretion to determine the date of termination for Rescissions.

3. Duration of Contract.

This Contract is effective on July 1, 2014 to June 30, 2015, for a term of 12 months.

4. Additional Terms.

4.1 Certificates of Creditable Coverage.

SelectHealth will provide the certificates of creditable coverage required under the Health Insurance Portability and Accountability Act of 1996. SelectHealth will not be responsible for sending certificates to any employee that may have terminated employment while still in an Employer Waiting Period (i.e., before the employee's Effective Date).

Product: Select Med PLUS HDHP

Effective Date: July 1, 2014

Acknowledged and agreed:

Employer: SPANISH FORK CITY

By:

Printed Name:

STEVE LEIFSON

Title:

MAYOR

Date:

SelectHealth:

By:

Printed Name:

Patricia R. Richards

Title:

President / Chief Executive Officer

Date:

6/26/2014

MEMO

TO: City Council

FR: Tyler Jacobson

DATE: July 22, 2014

RE: Utah State Department of Workforce Services HEAT Program

Here is a copy of the purposed contract with the Department of Workforce Services Housing & Community Development Division, Home Energy Assistance Target (HEAT) Program.

The State indicated that the reason for this new contract comes because of a change in federal reporting requirements.



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

**Department of
Workforce Services**

JON S. PIERPONT
Executive Director

CASEY R. ERICKSON
Deputy Director

GEOFFREY T. LANDWARD
Deputy Director

July 16, 2014

Spanish Fork City Corporation
PO BOX 358
SPANISH FORK, UT, 84791

RE: Vendor Contract

Dear To Whom It May Concern:

Changes in federal reporting requirements require us to update our HEAT Vendor Contracts.

Starting with the November 1, 2014 HEAT season, you may be asked to report data to the State HEAT Office for each of your clients that receive a HEAT benefit including:

- Average annual utility usage per client
- Average annual utility bill per client

Please sign and return the enclosed contracts no later than August 4, 2014 to:

HEAT Program
PO Box 147130
Salt Lake City, UT 84114-7130

Or sign, scan and e-mail the signed contract to sanobijohnson@utah.gov.

For security reasons, in order to receive a weekly detail list of HEAT recipients corresponding with your benefit check you must provide an email address on the signature page of the contract.

Information about the HEAT program for utility clients in need of assistance can be found at www.housing.utah.gov/seal. Please call me at 801-468-0010 if you have any questions or need further assistance. Thank you for your prompt attention to this matter and we look forward to our continued partnership with you.

Sincerely,

Sanobi Johnson
HEAT Program Specialist

Enclosure: HEAT Vendor Contract (3)



Supplier: Spanish Fork City Corporation
Project: HEAT Vendor Contract
Vendor Code:
Contract Coding: 1000/600/9365/NSG
CFDA # & Title: 93.568 Low Income Home Energy Assistance Program – LIHEAP Vendor Contract
Federal Funding Entity: U.S. Dept. of Health & Human Services

Spanish Fork City Corporation
PO BOX 358
SPANISH FORK, UT 84791

1. CONTRACT PRINCIPALS:

This contract is between the Utah State Department of Workforce Services, Housing and Community Development Division, Home Energy Assistance Target (HEAT) Program, 1385 S State Street, Salt Lake City, UT 84115, hereinafter referred to as STATE, and

Spanish Fork City Corporation

Hereinafter referred to as SUPPLIER.

2. CONTRACT PERIOD:

This contract is effective upon signature and effective until terminated, in writing, by either party.

3. PURPOSE OF CONTRACT:

The Low-Income Home Energy Assistance Act of 1981 (Pub. Law 97-35, Sections 2601-11, 42 U.S.C. Sections 8621-8629) provides grants to the states to assist eligible low-income households in meeting the costs of home energy. Eligible households are defined as those meeting the criteria set forth in the HEAT Manual, issued by the Utah State Department of Workforce Services, HEAT Program. This contract incorporates the requirements that must be met by SUPPLIER if payments are to be made directly to SUPPLIER in accordance with 42 U.S.C., Section 8624 (b)(7).

4. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED HERETO:

- A. HEAT Program Policy Manual.
- B. State of Utah LIHEAP Plan of Operation and Application for Funding.

5. TERMS AND CONDITIONS:

- A. STATE will make payments to SUPPLIER provided that:
- 1) SUPPLIER charges the household in SUPPLIER'S normal billing process.
 - 2) SUPPLIER bills the household no more than the cost of the energy delivered minus the cost of the payments received or expected from the STATE.
 - 3) SUPPLIER does not discriminate against or treat adversely any eligible household for any reason in relation to terms and conditions of sale, credit, deliver, or price, including service charges, reconnection charges and payment plan arrangements.
 - 4) SUPPLIER agrees not to discontinue utility service for at least 30 days after receiving any verification of payment from STATE, whether for the standard HEAT program or for emergency funds, excluding repairs. Examples of valid HEAT verifications will be available upon request from the STATE.
 - 5) SUPPLIER agrees to waive any additional security deposit billed to household approved for the HEAT program. This does not apply to service initiation fees routinely charged by SUPPLIER to both renters and owners alike as a condition of service.
 - 6) If SUPPLIER is a utility regulated by the Public Service Commission of Utah, SUPPLIER will supply energy in accordance with provisions of Utah residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.
 - 7) SUPPLIER will ensure that payment by the state is credited toward the household's home energy costs.
- B. STATE will include a list of eligible households and amounts paid on behalf of households with each warrant paid to SUPPLIER.
- C. Credit Balances
- 1) If a household discontinues service with SUPPLIER and the household so elects, SUPPLIER will forward to the new SUPPLIER any credit balance remaining on account, provided the household furnishes the name and address of the new supplier, together with his/her account number, within 30 days after termination of service. New SUPPLIER must be doing business within the State of Utah.
 - 2) If a Client elects to have the credit balance refunded directly to him/her, SUPPLIER will do so, provided the client furnishes SUPPLIER with the new address within 30 days after termination of service and provided client still resides within the State of Utah.

- 3) In the event that the household does not furnish the information to SUPPLIER within the 30 day period, SUPPLIER will refund the remaining balance to STATE.
- D. In the event SUPPLIER erroneously returns funds to the STATE, the STATE shall remit such funds to the SUPPLIER within 30 days after a determination that such return was in error.
- E. Delivery of fuel or energy will be made within four calendar days of the receipt of or verification of payment, if not earlier.
- F. SUPPLIER will be an independent contractor, and as such, shall have no authorization, express or implied to bind the state of Utah or the above State Agency to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any such acts as agent for the State of Utah except as herein expressly set forth.
- G. The compensation provided for herein shall be the total compensation payable hereunder by the State of Utah or the above designated State Agency.
- H. This contract is entered into as a means of providing appropriate services to eligible households.

6. AUDITS AND INSPECTION:

On request, STATE and Federal auditors and program reviewers may have access to SUPPLIER'S financial and billing records pertaining to services provided under authority of this contract for audit inspection.

7. INDEMNITY CLAUSE:

Each party hereto agrees to indemnify and save harmless the other party, its officers, agents and employees from and against any and all loss, damages, injury, liability, and costs of suits or proceedings which may arise out of the performance of this contract by said indemnifying party, its officers, agents or employees.

8. TERMINATION:

This contract may be terminated, with or without cause by either party upon 30 days prior written notice being given to the other party. On termination of this contract all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to date of termination.

9. **RELEASE:**

The SUPPLIER represents and warrants that it is authorized to receive payment from the STATE on behalf of a customer that the STATE has determined to be eligible under the HEAT guidelines and as such is an eligible HEAT applicant. SUPPLIER will,

- A. upon verbal or written request from the STATE, provide at no cost to the STATE the eligible HEAT applicant's billing and usage history for the previous twelve (12) months from the date of the request. SUPPLIER will transmit the requested billing history via electronic mail or facsimile no later than ten (10) days after the request date.

IN WITNESS WHEREOF, the parties sign this contract and cause it to be effective as of the date signed:

SUPPLIER INFORMATION

STATE SIGNATURES:

SPANISH FORK CITY
Supplier Name

Gordon D Walker, Director Date
Housing & Community Development Division

Printed Name of Authorized Date
Representative

Kimberley Schmeling, Budget Officer Date
Housing & Community Development Division

Signature of Authorized Representative

Contact Person: PAT NELSON Email: pnelson@spanishfork.org

Phone Number: 801 804 4505 Fax: 801 804 4510

Fuel Type(s) provided (please check all that apply):

- Natural Gas Propane Coal Wood Electricity Fuel Oil Kerosene



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: August 1, 2014
Re: Nebo, Canyon and Flonette Subdivision Rebuild Change Order 1

Staff Report

Early in the process of rebuilding the Nebo, Canyon and Flonette subdivision it has come to our attention that the water mains in this subdivision are not ductile iron but cast iron pipe. As is often the case with this type of pipe these lines are pitted and near failure. This change order is to use the water replacement budget for fiscal year 2015 to replace all the drinking water lines in this neighborhood before rebuilding the streets. It is based on the line item bid amounts we had with the same contractor on the 300 West Project.

Attached: change order



From: Chad Walters [mailto:cwalters@kkladmin.com]
Sent: Thursday, July 31, 2014 12:08 PM
To: Lua Saluone
Cc: James Bleak
Subject: Nebo/Canyon/Flonette change order 1

Lua,

Below are the dates we have come up with for this project.

Fall Completion: Oct. 15 2014
Spring start : March 15 2015
Spring Completion: May 30, 2015

Fall Completion will include: Installation of all Storm Drain Piping *RJ*
Installation & connection of all Water Main Replacement
Removal of Concrete Waterways
Asphalt placement on Waterline Trenches
Asphalt of Storm Drain items (completed by City)

Spring Completion will include: Removal of existing curb & gutter
Installation of LID Tanks
Installation of New Curb & gutter and storm inlet boxes *RJ*
Re-landscaping of park strip areas
Installation of Concrete Drive approaches & ADA ramps
Asphalt Paving (completed by city)
All Electrical work including street lights *RJ.*

We would also like to increase the mobilization cost for the change order to cover some additional cost we have incurred and will incur. Which will bring our total for the mobilization to \$12,682.20

At this point there will be no increase for the concrete curb & gutter, However if there is a concrete increase by suppliers (which we do not anticipate) it will be passed through as an increase to the project. This will require an additional change order to be approved.

Thank you for the opportunity.

CHAD WALTERS | Project Manager/Estimator
Black & McDonald – KK&L Administration

Tel: (801) 569-9219 | Fax: (801) 561-5655 | Cel: (801) 301-4273
9901 South Prosperity Road, West Jordan, Utah, 84081

