



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 September 2, 2014.**

5:15pm WORK SESSION:

1. Dispatch Services-Dave Oyler

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.

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Opt-out Recycling & UDOT Highway 6 Road Closure-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 – [August 19, 2014](#)
- b. * [JDRF-Fighting for a Cure Freestyle Bullfight Ticketing Service Contract for SFCityTix](#)
- c. * [Senior Center Custodial Services Contract](#)
- d. * [Master Agreement for Professional Services – Alpine Trails, Inc.](#)
- e. * [Canyon Creek Parkway Railroad Crossing Construction Agreement with Union Pacific Railroad](#)
- f. * [Spanish Fork Parkway Reimbursement Agreement](#)

6. NEW BUSINESS:

- a. * [Meadow Creek Preliminary Plat Approval Extension. Scenic Development has requested that the Preliminary Plat be extended for 6 additional months, to April 2, 2014, for Meadow Creek Ridge.](#)
- b. * [Resolution #14-10 Amending a Definition in the Spanish Fork City Employee Personnel Manual](#)
- c. * [Ordinance #14-14 Amending the Municipal Code Dealing with the Keeping of Minutes](#)
- d. * [Canyon Glen Loop Street Dedication Request](#)

7. CLOSED SESSION:

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

ADJOURN:

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

Notice is hereby given that:

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

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

Tentative Minutes
Spanish Fork City Council Meeting
August 19, 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; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder; Lt. Matt Johnson.

Citizens Present: Cary Hanks, John Baadsgaard, Ross Baadsgaard, Tiffany Pickett, Isaac Pickett, Annie Weight, Bob Van Ausdal, Nathan Simpson, David Simpson, Cris Child, Brad Wilkinson.

5:15pm WORK SESSION:

1. Business Inspections

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 Brad Wilkinson.

Councilman Dart led in the pledge of allegiance.

PUBLIC COMMENTS:

Cary Hanks, Director of the Spanish Fork/Salem Area Chamber of Commerce wished the mayor Happy Birthday. Ms. Hanks congratulated Robarge Collision Repair for 10 years of business. Ms. Hanks reminded everyone that the farmers market is up and running every Saturday morning from 8am-1pm at the City Office parking lot. Also, they have scheduled the Play Unplugged party for September 6th at the North Park Pavilion.

Mayor Leifson moved to the New Business portion of the meeting to accommodate Cris Child since he is presenting here and at Springville City as well.

FAA Grant Agreement for Airport Runway Extension Phase III

Cris Child said that phase I & II are complete and this will probably be the last phase. For this grant and project they will remove the old accesses to the taxi way on the south end. They plan to start construction in September for phase III.

Councilman Scoubes made a **Motion** to authorize the Mayor to sign the FAA Grant Agreement for Airport Runway Extension Phase III.

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

COUNCIL COMMENTS:

48 Councilman Scoubes reviewed that with the projects at the airport they are done in phases to
49 make sure they are on budget. Councilman Scoubes announced that the Aeroplanes, Trains and
50 Automobiles event and the Harvest Moon Hurrah event are coming up in September.

51
52 Councilman Dart said the senior citizens are now accepting membership fees.

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54 Councilman Davis gave an update on the SUVMWA meeting and the Mt. Nebo Water Agency
55 meeting. Councilman Davis said that the Fiesta Days Committee selected Mike & Kim Olsen to
56 be the new vice chairs. Councilman Davis noted that he forgot to thank the Youth City Council
57 for their work during Fiesta Days.

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59 Councilman Gordon said the Utah County Fair was great and thanked all those that provided
60 service for the event.

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62 **SPANISH FORK 101: VIP Program –Lt. Matt Johnson**

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64 **CONSENT ITEMS:**

65 *Department Directors gave a brief summary of their item(s) below:*

- 66 a. Minutes of Spanish Fork City Council Meeting – August 5, 2014
- 67 b. Residential Solid Waste and Opt-out Recycling Collection and Disposal Agreement with
68 Allied Waste Services of Utah County
- 69 c. Crab Creek Water Rights Statement of Claims
- 70 d. Nebo, Canyon, Flonette Subdivision Rebuild Change Order #2
- 71 e. Utah County Citizenserve License

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73 Councilman Davis made a **Motion** to **approve** the consent items.

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

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76 **PUBLIC HEARING:**

77 **Ordinance #13-14 Making Various Amendments to the Land Use Ordinance of Spanish Fork**
78 **City**

79 Dave Anderson presented the following two changes:

80 -to change the maximum allowable height of primary buildings in the residential zones from 30
81 feet to 35 feet.

82 -to make Solid Waste Transfer Facilities a permitted use in the Public Facilities Zone & define
83 that the facility would be required to be fully enclosed.

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85 Councilman Gordon made a **Motion** to move into Public Hearing.

86 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:39p.m.

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88 Mayor Leifson welcomed public comment.

89 There was none.

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

92 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:40p.m.

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94 Councilman Davis made a **Motion** to **approve** the Ordinance #13-14 Making Various
95 Amendments to the Land Use Ordinance of Spanish Fork City.

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

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NEW BUSINESS:

Library Board Appointment

Mayor Leifson appointed Teresa Facer to the Library Board.

Councilman Dart made a **Motion** to **approve** the Mayor's appointment of Teresa Facer to the Library Board.

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

Preliminary Plat re-approval for White Rail, a residential subdivision located at 800 North State Road 51.

Dave Anderson said there has been a lot of work going on in this area. The applicant lost track and let their preliminary plat lapse. The applicant is ready to move forward and is requesting to have the preliminary plat reapproved.

Councilman Scoubes asked if there have been any changes to the plat.

Dave Anderson replied no.

Councilman Dart made a **Motion** to **approve** the Preliminary Plat re-approval for White Rail.

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

Airport Master Developer RFP approval, the RFP would request proposals for a developer that would develop approximately 10 acres located adjacent to 300 West on the Airport.

Dave Anderson said this 10 acres is located between Klune Industries and the hangars at the airport. The City has been approached by a developer to improve the property to make it usable. There are some wetlands in that area and the developer would have to address that issue. If the developer went through that process, they might want some reimbursement in return. There is also the option of leaving the wetlands and build around them. This RFP projects that the wetlands will be addressed and the property will be usable.

Councilman Davis said that his concern is the mitigation of the wetlands.

Dave Oyler pointed out that with details to the road frontage would need to be landscaped not just buildings up to the road.

Councilman Scoubes made a **Motion** to **approve** the Airport Master Developer RFP

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

ADJOURN:

Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Property Transaction and Legal.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:00p.m.

ADOPTED:

Angie Warner, Deputy Recorder

MEMO

TO: City Council

FR: Tyler Jacobson

DATE: August 5, 2014

RE: JDRF – Fighting for a Cure Freestyle Bullfight Ticketing

Here is a copy of the proposed contract authorizing sfcitytix (Spanish Fork City) to provide ticketing services for JDRF – Fighting for a Cure Freestyle Bullfight.



Service Contract

This contract entered into on this date August 4, 2014 by Spanish Fork City (sfcitytix) and Flank Strap Productions, LLC. (CUSTOMER) will be used to outline and govern the requirements by both parties.

- 1) **DURATION** – This contract shall remain in effect for a period of 30 days after the completion of the event(s).
- 2) **sfcitytix** agrees to:
 - a. Provide an online ticketing processing website which will allow CUSTOMER to sell & inventory tickets via the internet. An internet sales purchase link will be provided to CUSTOMER within 7 business days of receiving the completed contract, event set up form, and approval of graphics.
 - b. Provide equipment necessary to validate tickets at the event. This includes up to 12 scanners and up to two selling stations (laptop, monitor, & printer) which will be available up to 14 days prior to the event. sfcitytix will provide written instructions for operating and setting up scanners & selling stations. Phone support will be available during the time of the event.
 - c. Provide a means by which customers can pay for tickets using their Merchant Card.
 - d. Provide training for CUSTOMER'S personnel on how to use ticketing website and ticketing equipment prior to the event.
 - e. Provide ticketing reports for CUSTOMER to access via the sfcitytix administration webpage.
 - f. Provide contact information for support.
 - g. Provide written instructions and phone support.
 - h. Initially program and configure scanning equipment.
 - i. Have a representative on sight during the CUSTOMER's event.
- 3) **CUSTOMER** agrees to:
 - a. Complete an Event Setup form at least 7 business days in advance of the event(s).
 - b. Manage the sale and redemption of tickets using their own staff. CUSTOMER can manage tickets through the sfcitytix administration website. sfcitytix assumes no responsibility for losses or damages resulting from errors or omissions made by CUSTOMER using the administration website.
 - c. Exclusively use sfcitytix for the sale of online tickets for the events specified on the Event Set Up form.
 - d. Post purchase link to sfcitytix on their website and keep this active on their website until the event is sold out or until the time of the event whichever comes first.
 - e. Return ticketing equipment to sfcitytix within 5 business days after the event. Penalty for non-returned equipment after 5 business days after the event is \$500 per day.
 - f. Provide ticket graphics. In the event that sfcitytix has to create the graphics for CUSTOMER an additional fee of \$50 per graphic will be required for initial setup and/or any revisions.
 - g. Assume responsibility for the setup, distribution, and management of their own discount codes.
 - h. Allow up to 2 business days for sfcitytix to make any changes to ticket pricing, event times, or other event information pertaining to the event.

- i. Be exclusively responsible for the accuracy of all information submitted and displayed on the event website regarding their event(s) including but not limited to event time, pricing, advertising, etc.
- j. Provide a sufficient number of qualified personnel to set up and operate the scanning & selling station equipment during the event. Set up and testing of equipment must be performed prior to the gates opening, preferably the day before and under no circumstances less than two hours before each event.
- k. Agrees to train personnel how to properly use scanning and selling station equipment prior to gate open time.
- l. Provide power and shelter from the weather for sfcitytix equipment and assumes all responsibility for the proper use, care and storage of all equipment provided by sfcitytix and will compensate sfcitytix at full replacement cost for any loss or damages.
- m. Pay all shipping & delivery costs for equipment shipped to and from CUSTOMER.

4) sfcitytix ADMINISTRATION WEBSITE & EQUIPMENT

- a. sfcity is not responsible for any lost revenue or additional expenses incurred by CUSTOMER as a result of poor or lost internet connection or loss of power. It is the responsibility of CUSTOMER to ensure that they have a constant, high-speed internet connection providing at least 12 mbps per selling station to process ticket orders prior to and throughout the day(s) of the event.
- b. sfcitytix will initially program and configure the redemption scanners. It is the responsibility of the CUSTOMER prior to the event to test the scanners to ensure that they are properly configured. sfcitytix is not responsible for malfunction of equipment once they have been given to CUSTOMER.

5) PRICING

- a. CUSTOMER will pay \$1.50 per ticket processed
- b. CUSTOMER will pay 3.0% of Gross Revenue for Merchant processing fees
- c. CUSTOMER is responsible for calculating, reporting and remitting any and all taxes that they are legally required to file to tax authoritative entities including but not limited to State, County, Municipal, & Federal entities. In the event that sfcitytix is required to pay taxes on behalf of the CUSTOMER, CUSTOMER shall reimburse sfcitytix in full. Payments to CUSTOMER will be reduced by the tax amount unless all payments to CUSTOMER have already been remitted to CUSTOMER.

CUSTOMER will also promptly reimburse sfcitytix for any and all expenses or damages that result from CUSTOMER's failure to properly calculate and timely remit taxes assessed on all amounts received by CUSTOMER under this contract, to timely file all related returns or reports, or to timely reimburse sfcitytix for any such taxes, interest and penalties.

- d. CUSTOMER must provide sfcitytix with a completed W-9 form before any payments will be remitted to CUSTOMER.

6) PAYMENTS:

- a. sfcitytix will deposit funds from ticket sales into CUSTOMER'S account within ten business days of being collected. Funds will remain in Spanish Fork City's secured Money Market account until they are remitted to CUSTOMER net of fees owed to sfcitytix. Payments will be initiated by sfcitytix on Tuesday of each week.

In the event that CUSTOMER has not established a satisfactory credit history with sfcitytix; sfcitytix reserves the right to deposit funds from ticket sales into CUSTOMER's account in one lump sum within 5 business days after the completion of the event.

- b. sfcitytix will retain 10% of the total amount owed to the CUSTOMER for a period of ninety days to cover any costs related to charge-backs, refunds, and equipment loss or damage. The amount retained will be remitted to CUSTOMER, net of these charges, ninety days after last event settlement date.
- c. If for any reason the amount of cancellations prior to the event exceeds the retained amount

indicated above, or if the event is cancelled, postponed or delayed for more than 14 days, CUSTOMER agrees to wire transfer to sfcitytix the combined amount of all advance payments within one business day. If the event is rescheduled, the settlement date will be the Tuesday following successfully completed event.

- d. In the rare event that the balance withheld is insufficient to cover chargebacks and/or other expenses, CUSTOMER agrees to pay sfcitytix the difference between the total owing and the retained amount within thirty days of notification.
- e. CUSTOMER acknowledges that chargebacks may occur as late as 12 months after the original date the event is advertised to take place, therein while rare, expenses may be incurred and billed to CUSTOMER after final settlement and retainage payments have been received.
- f. sfcitytix will respond to all card chargebacks on behalf of the CUSTOMER at no charge. CUSTOMER is responsible for all associated merchant card fees and lost ticket revenues resulting from chargebacks.
- g. Chargebacks and related merchant card processor fees will be netted from CUSTOMER settlements and payments on receipt by sfcitytix. On successful reversal the chargeback amount less merchant card processor fees will be credited to CUSTOMER settlement or retainage amount owing, or paid to CUSTOMER within seven business days. If a chargeback is lost, and all efforts to overturn have been unsuccessful then any additional merchant card processor fees will be netted from CUSTOMER settlements or retainage payments, or billed to CUSTOMER.
- h. CUSTOMER agrees that the sfcitytix Payment Detail report indicating the number and type of tickets sold to any event shall be the definitive count for that event.

7) DISCALIMERS, LIMITATIONS OF WARRANTY, REMEDIES & INDEMNIFICATION

- a. The sfcitytix website is licensed "as is" without any other warranty, express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall sfcitytix be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue, or savings, business interruption, or loss of business information, arising from the use of or inability to use sfcitytix website or breach of any expressed or implied warranty, even if sfcitytix has been advised of the possibility of such damages.
- b. Both parties agree to be legally and financially responsible to honor their respective duties and obligations under this agreement. To that end, we each reciprocally agree to indemnify, defend, and hold the other harmless from and against any liability arising from our own acts, errors, omissions, unlawful actions, or breach(es) of this contract by us or by any of our respective officers, volunteers employees, or agents. If any of these duties is ever triggered, we each agree to give the other party verbal and written notice as soon as possible after the claim and to allow the party having the duty to indemnify, defend and hold harmless the right to appoint its own attorney and then settle, compromise or otherwise resolve the issue(s)/claim(s). To the extent not covered by insurance, CUSTOMER agrees to indemnify and hold harmless sfcitytix, its officials, officers, and employees, from any and all liability arising from the unauthorized release of personally identifiable information occurring as a result of

sfcitytix willful conduct, or negligence. For purposes of this paragraph the term "personally identifiable information" shall mean information that is typically considered to be confidential and/or personal that is used by any unauthorized third-party to uniquely identify a single person for any illegal, fraudulent, or inappropriate purpose(s) that is/are not authorized by the person to whom the personally identifiable information belongs.

- c. Each of the parties shall be excused from the performance of any obligation, other than the payment of money, hereunder to the extent that such obligation is hindered or prevented by any strike, boycott, lockout or other dispute, act of God, any riot civil disturbance or act of war, terrorism, any fire or theft, any present or future governmental law, ordinance, rule or regulation, or any other cause beyond the parties' control.

8) OTHER ITEMS

- a. Neither party may assign the rights or obligations under this contract, without the prior written consent of the other party.
- b. This agreement represents the entire agreement between the parties with respect to the matters dealt with herein and supersedes all prior oral and written proposals and communications.
- c. No amendments to this contract shall be effective unless in writing and signed by both parties.

The signatures below indicate each party's acceptance of this contract. Each party has caused this agreement to be executed by its duly authorized representative.

sfcitytix

Name:

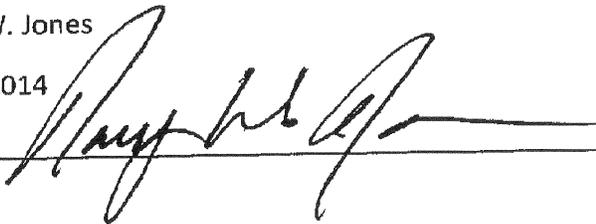
Date:

Signature: _____

CUSTOMER

Name: Gary W. Jones

Date: 08/04/2014

Signature:  _____



Staff Report to City Council

Agenda Date: September 2, 2014

Staff Contacts: Bill Bushman, Dale Robinson

Reviewed By: Dale Robinson

Subject: Senior Center Janitorial Contract Adjustment

Background Discussion: On July 5, 2005, Spanish Fork City contracted with Sterling Webb to provide janitorial services for the Senior Citizen Center for a period of 1-year for the monthly sum of \$575.00. The agreement has continued from month to month without variation until the present day. Sterling does a superior job and does not charge extra for special service requests beyond the scope of the contract. He routinely handles minor maintenance repairs without additional compensation. He requires virtually no supervision from Bill Bushman and receives absolutely no complaints from the building tenants. For the past 9 years Sterling has been providing this service without any increase and we are proposing to enter into a new contract with him for \$800 per month.

Budgetary Impact: The budget for Contracted Custodial Services GL 10-42-3703 would increase \$960.00 from \$8,640.00 to \$9,600.00.

Alternatives: Post a bid request.

- In 2005 the bids ranged from \$575.00/month through \$1,400.00/month for the Senior Center janitorial service. The average was \$812.00.
- Through the years Sterling Webb has redefined the work required to effectively clean the Senior Center. Presently, Sterling works 23 hours per week average.
- In the last nine years the cost of janitorial services has increased. The current rate is \$.10 to \$.18 per square foot/month depending on the facility and number of tenants.
- We would expect to receive quotes from janitorial companies starting at \$1,200.00 per month for a building this size (12,652 sf.); especially with the extra work associated with cleaning a kitchen, a banquet hall and ceramic workrooms.
- By comparison the current janitorial contract for the library, similar in size, is \$1,000.00.

Recommendation: We recommend writing a new agreement with Sterling Webb that will pay him the monthly sum of \$800.00. We feel this would be a great value for the city and compensate Sterling Webb fairly.

Attachments: Proposed new Senior Center Custodial Contract for Sterling Webb.

SENIOR CENTER CUSTODIAL CONTRACT

This agreement for custodial services at the Senior Center is entered into between Spanish Fork City (Spanish Fork) and Sterling R. Webb (Webb) dated the 2nd day of September 2014.

RECITALS

WHEREAS, Spanish Fork owns a building located at 96 S. 200 W which is known as the Senior Center; and

WHEREAS, Spanish Fork is responsible to provide custodial services to the building known as the Senior Center; and

WHEREAS, Webb requested an increase in compensation; and is otherwise capable of performing the needed custodial services;

NOW THEREFORE, the parties hereby contract, convent, and agree as follows:

AGREEMENT

1. Webb agrees to provide custodial services to the Senior Center pursuant to the terms and conditions of this Agreement. Webb is an independent contractor and is not an employee of Spanish Fork.
2. This contract shall commence on the 1st day of September, 2014 and continue through the 31st day of August 2015. Thereafter, this Agreement shall continue on a month to month basis, unless either party gives thirty (30) days notice to terminate.
3. Webb shall clean the main and lower levels of the Senior Center, including

restrooms, halls, stairways, closets, kitchens, pantry, walk in refrigerator/freezer, appliances, and all rooms according to the schedule set forth herein.

4. Webb shall provide routine custodial services weekly on Monday, Wednesday, and Friday according to the schedule attached hereto as Exhibit A and incorporated herein by this reference, provided that the cleaning scheduled for the first Wednesday of each month shall be performed the following Thursday.
5. In addition to the weekly cleaning schedule, Webb shall provide monthly cleaning according to the schedule attached hereto as Exhibit B and incorporated herein by this reference.
6. In addition to the weekly and monthly cleaning schedule, Webb shall provide yearly "deep cleaning" during July and December each year according to the schedule attached hereto as Exhibit C and incorporated herein by this reference.
7. Spanish Fork shall pay Webb the sum of **\$800.00** per month for providing the custodial services outlined herein. Payment shall be due before the 20th day of the month following the month in which the cleaning was performed. Payment will be mailed to Webb at 255 W. 700 N., Spanish Fork, Utah 84660.
8. Spanish Fork will provide restroom stock supplies and cleaning supplies. Spanish Fork has certain cleaning tools and equipment, which Webb may

use. Any tools or equipment necessary to complete the cleaning as required herein, which Spanish Fork does not already have, will be provided by Webb. Any such equipment may not be stored on Spanish Fork property.

9. Spanish Fork maintains a washer and dryer on site for cook aprons, etc. Webb may use the washer and dryer to wash cleaning cloths and related items necessary to complete the cleaning required herein.
10. Webb is to maintain the orderly position and alignment of building furniture and related items. Webb is expected to take pride in the building and to maintain it clean and orderly without receiving specific instructions.
11. Webb shall work under the direction of the Building and Grounds Supervisor (Bill Bushman), who may request special services be performed. If those special services are outside the scope of this Agreement, the parties may negotiate a price for the services to be performed. If the services requested are reasonably within the scope of this Agreement, no additional compensation is owed.
12. Webb is required to modify the cleaning schedule set forth herein, based upon building use and reservations, as relayed to Webb from Bushman.
13. Webb shall be required to provide proof of liability insurance, naming Spanish Fork as an additional insured. The policy shall provide a minimum of \$1,000,000.00 liability coverage. Webb shall also be required to provide workers compensation insurance coverage for any employees he uses, including himself.

14. Webb shall be required to obtain a Spanish Fork City business license to provide the services required herein.
15. This Agreement is specific to the parties hereto and is not assignable.
16. This Agreement may be modified only by a written amendment, executed by each of the parties hereto.
17. This Agreement represents the entire agreement between the parties. Any prior understandings, agreements, or negotiations are merged herein and superseded hereby.
18. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover costs and attorney's fees.

DATED this 2 day of September, 2014.

SPANISH FORK CITY by:

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

STERLING R. WEBB

EXHIBIT A

Monday Custodial Service

General Building (main level)

- Remove waste from all receptacles to exterior dumpster.
- Vacuum all carpeted areas including interior and exterior entrance areas, excluding stairs.
- Dust mop and/or sweep all main level floors.
- Sweep kitchen floors and vacuum carpet mats. (include all the floor beneath the ovens)
- Wipe down all kitchen area stainless steel (dish machine, dish sink and back splash, ice machine) and marble surfaces and remove all water spots.
- Clean all entrance doors, hardware, glass and side glass and frames.
- Clean and sanitize drinking fountains.
- Align chairs at tables and chairs and furniture along walls.
- Spot check the building interior spaces for conditions that appears out-of-place and tidy up accordingly to maintain a neat and orderly appearance.

Restrooms (both levels)

- Sweep, mop and sanitize restroom floors.
- Clean and sanitize restroom fixtures (sinks, toilets and urinals).
- Clean and polish chrome fixtures, mirrors, and hardware.
- Stock paper and soap products.
- Empty waste receptacles.

Wednesday Custodial Service

General Building (main level and lower level)

- Remove waste from all receptacles to exterior dumpster.
- Vacuum front and back stairs. Inspect all other carpeted areas for debris, including interior and exterior entrance areas, and vacuum if necessary.
- Dust mop and/or sweep all lower level floors.
- Align chairs at tables and chairs and furniture along walls.
- Spot check the building interior spaces for conditions that appears out-of-place and tidy up accordingly to maintain a neat and orderly appearance.

Restrooms (both levels)

- Sweep, mop and sanitize restroom floors.
- Clean and sanitize restroom fixtures (sinks, toilets and urinals).
- Clean and polish chrome fixtures, mirrors, and hardware.
- Stock paper and soap products.
- Empty waste receptacles.

Friday Custodial Service

General Building (main level)

- Remove waste from all receptacles to exterior dumpster.
- Vacuum all carpeted areas including interior and exterior entrance areas, excluding stairs.
- Dust mop and/or sweep all main level floors.
- Sweep, mop and sanitize all kitchen area floors including walk-in refrigerator floor and the floor beneath the ovens. Mop under mats.
- Clean kitchen area floor sinks.
- Wipe down all kitchen area stainless steel (dish machine, dish sink and back splash, ice machine) and marble surfaces and remove all water spots.
- Clean all entrance doors, hardware, glass and side glass and frames.
- Clean and sanitize drinking fountains.
- Align chairs at tables and chairs and furniture along walls.
- Spot check the building interior spaces for conditions that appear out-of-place and tidy up accordingly to maintain a neat and orderly appearance.

Restrooms (both levels)

- Sweep, mop and sanitize restroom floors.
- Clean and sanitize restroom fixtures (sinks, toilets and urinals).
- Clean and polish chrome fixtures, mirrors, and hardware.
- Stock paper and soap products.
- Empty waste receptacles.

EXHIBIT B

Monthly Custodial Service

- Dust entrance interior and exterior area for cob webs and insects.
- Dust counter tops, ledges, shelves windowsills, ext. Vacuum all upholstered furniture.
- Dust hand railings, baseboards, moldings and all other dust collection surfaces.
- On the first Friday of each month, following the large lunch, remove, clean and sanitize the kitchen floor mats. Use the local car wash. Mop and sanitize beneath the mats.
- On the first Friday of each month, following the large lunch, sweep mop and sanitize the banquet hall floor.
- Inspect restroom deodorizers and replace consider and batteries as needed. Canisters typically last 6 weeks and the batteries typically last 1 year.
- Inspect for and remove insects from the light lenses as needed. Excluding banquet hall.
- Clean and sanitize restroom stall partitions.

EXHIBIT C

July Custodial Service

- Deep clean all 5 kitchen ovens.
- Clean/wash all banquet hall, kitchen areas and lounge walls.
- Clean/wash all baseboards, moldings, door casings, jams and doors.
- Clean/wash all restrooms walls and wash and sanitize all toilet partitions.
- Damp-dust all silk and real plants.
- Damp-dust all furnishings, wall decorations and paintings/pictures and frames.
- Do high surface dry-dusting, lights, fans, vents, over doors, etc.
- Inspect for and remove insects from light lenses.
- Deep clean and sanitize all kitchen carts.
- Wash all windows and entrance glass interior and exterior.
- Mop and wax all main level composite tile floors.
- Burnish all main level composite tile floors.

December Custodial Service

- Remove, clean and reinstall all window curtains.
- Clean around windows.
- Deep clean all 5 kitchen ovens.
- Clean/wash all restrooms walls and wash and sanitize all toilet partitions.
- Damp-dust all silk and real plants.
- Damp-dust all furnishings, wall decorations and paintings/pictures and frames.
- Inspect for and remove insects from light lenses as needed.
- Deep clean and sanitize all kitchen carts.
- Wash all windows and entrance glass interior and exterior.
- Mop and wax lower level ceramic craft area and hallway floors.
- Burnish lower level ceramic craft area and hallway floors.



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: September 2, 2014
Re: Alpine Trails Inc. Professional Services Agreement

Staff Report

RECOMMENDED ACTION

Approval of the Alpine Trails Inc. Professional Services Agreement.

BACKGROUND

The city has received a grant to construct a mountain bike trail in the Spanish Oaks Recreational Facility area.

DISCUSSION

Mountain bike trail is most efficiently constructed by design build. The city therefore let out an RFP for the design build of the trail and selected Alpine Trails Inc. This is a professional services agreement so we can then assign a task order to Alpine Trails Inc. to complete the work.

Attached: agreement



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
ALPINE TRAILS, INC.**

This AGREEMENT, dated September 2, 2014, is made and entered into between Spanish Fork City (herein called OWNER) and Alpine Trails, Inc., a Utah Corporation (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

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

1. TERM AND AUTHORIZATION TO PROCEED

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

2. ENGINEER'S SERVICES

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

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

3. COMPENSATION AND PAYMENT

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

4. INSURANCE

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

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

5. LIMITATION OF LIABILITY

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

6. TERMINATION

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

7. ASSIGNMENT

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

8. OPINION OF PROBABLE CONSTRUCTION COST

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

9. DOCUMENTS

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

10. CONSTRUCTION PHASE SERVICES

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

as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.

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

11. ADHERENCE TO APPLICABLE LAWS

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

12. HAZARDOUS WASTE

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

13. ATTORNEY'S FEES

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

14. SEVERABILITY

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

15. WAIVER

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

16. NOTICES

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

ENGINEER: Troy Duffin, President
 Alpine Trails, Inc.
 1715 W Spring Meadow Dr.
 Kamas, Utah 84036

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

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

17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

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

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

Approved by OWNER

DATED this 2nd day of September, 2014

SPANISH FORK CITY By:

STEVE LEIFSON, Mayor

ATTEST:

KENT R. CLARK, CITY RECORDER

Approved by ENGINEER

DATED this 2nd day of September, 2014

ALPINE TRAILS, Inc. By:

TROY DUFFIN, President

**TASK ORDER NO.1
(PROJECT NAME)
TO
(COMPANY NAME)
PROFESSIONAL SERVICES AGREEMENT**

OWNER: Spanish Fork City

Effective Date of Agreement: 1/1/2013

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

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

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

OWNER:

ENGINEER:

CITY ENGINEER

By: _____

ENGINEERING DIVISION MANAGER

Its: _____

FINANCE DIRECTOR



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: September 2, 2014
Re: Canyon Creek Parkway Railroad Crossing Construction Agreement with Union Pacific

Staff Report

RECOMMENDED ACTION

Approval of the Canyon Creek Parkway Railroad Crossing Construction Agreement with Union Pacific for the approximate amount of \$448,934.

BACKGROUND

As part of the Canyon Creek commercial development Canyon Creek Parkway will be constructed north to 2700 North. This road will cross the UTA line at approximately 2400 North. We have a permit from UTA to install this crossing but UTA has a contract with Union Pacific to maintain this track.

DISCUSSION

This agreement is for us to reimburse Union Pacific their costs in installing the crossing. The reimbursement funds will be paid for out of the bond for the Canyon Creek development.

Attached: agreement



Improvements to Existing Public Road At Grade Crossing
For Canyon Creek Parkway, DOT 967139F
M.P. 1.86 / Tintic Industrial Lead
Spanish Fork, Utah County, Utah

THIS AGREEMENT, executed in duplicate this ____ day of _____, 2014, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and the **CITY OF SPANISH FORK**, a municipal corporation of the State of Utah (hereinafter the "Political Body"), WITNESSETH:

RECITALS:

The Political Body has requested the Railroad to improve the existing Canyon Creek Parkway crossing, at grade, along, over and across the Railroad's track and right of way at Mile Post 1.86 on the Tintic Industrial Lead, DOT No. 967139F, in City of Spanish Fork, Utah County, Utah to which the Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Railroad shall furnish all labor, material, equipment and supervision for, and shall install a new 104' wide insulated concrete crossing panel surface as well as active crossing signals (lights & gates) as shown generally on Railroad's print dated August 21, 2014, marked **Exhibit A**, hereto attached and hereby made a part hereof.

2. The Political Body agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's actual labor and material costs associated with the work and materials described in Section 1 above. The Railroad estimates such cost to be Four Hundred Forty Eight Thousand Nine Hundred and Thirty Eight Dollars (\$448,934.00), as set forth in Estimate of Material and Force Account dated August 21, 2014, marked **Exhibit B**, hereto attached and hereby made a part hereof. During the performance of such work the Railroad will provide progressive billing to Political Body based on Railroad's actual costs. Actual costs to the Railroad shall include customary additives to materials, services and labor provided by the Railroad. Within 120 Days after Railroad has completed its work, the Railroad will submit a final billing to Political Body for any balance owed. Political Body shall pay the Railroad within thirty (30) days of its receipt of all bills submitted by the Railroad.

3. The Railroad, at its cost, shall maintain the crossing between the track tie ends. If, in the future, the Political Body elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing.

4. The Political Body, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.

5. If Political Body's contractor(s) is/are performing any work described in Section 4 above, then the Political Body shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

6. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body or its contractor(s). If it is, Political Body or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

7. The Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

8. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

9. The Political Body shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the Political Body, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Political Body with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Political Body.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first hereinabove written.

UNION PACIFIC RAILROAD COMPANY

By _____
Title: _____

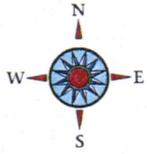
Public Road Improvement 12/04/00
Estimated Costs
Form Approved-AVP Law

ATTEST:

CITY OF SPANISH FORK

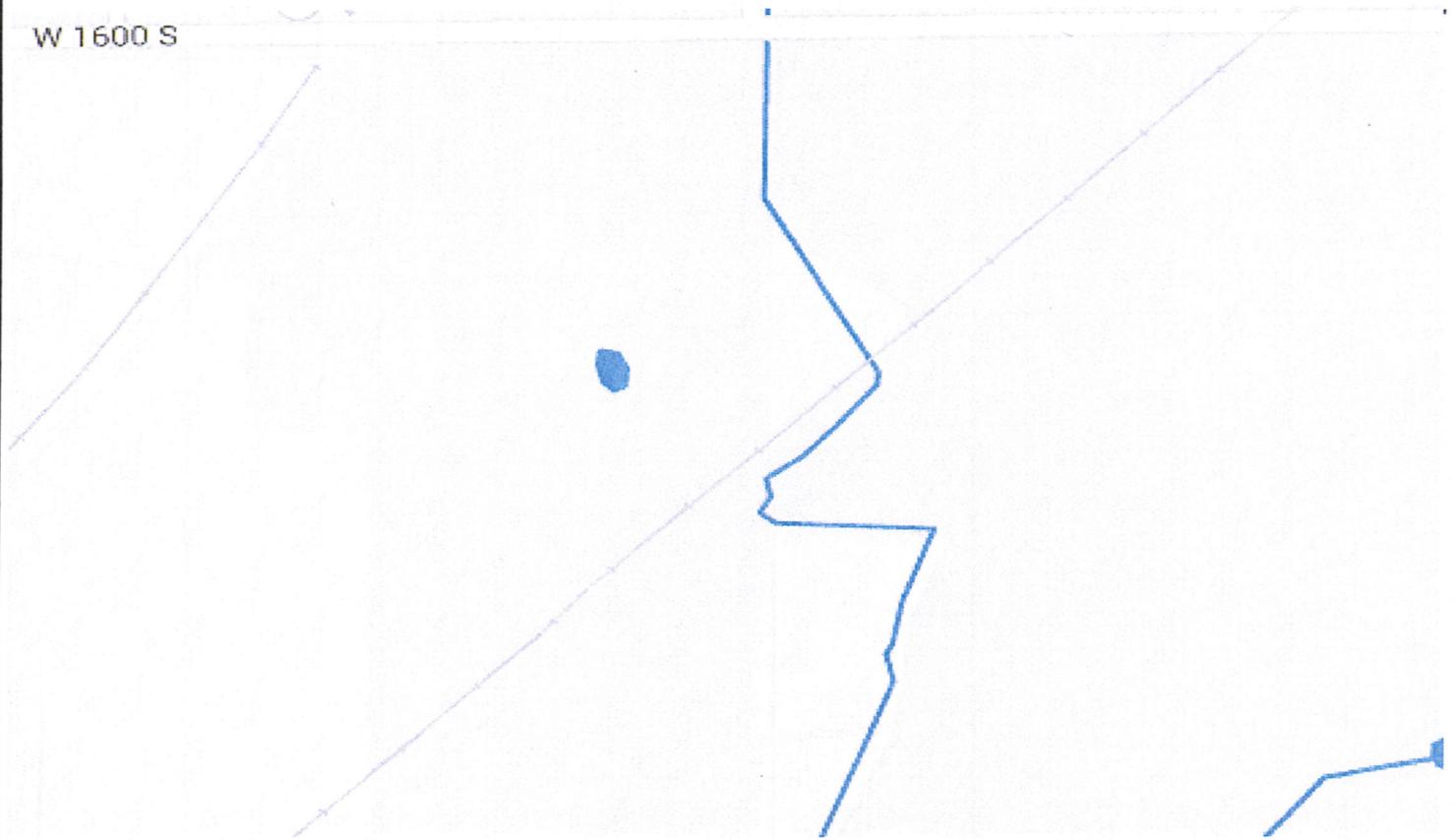
City Clerk

By _____
Title: _____



LOCATION OF PUBLIC ROAD CROSSING CONSTRUCTION PROJECT

W 1600 S



RAILROAD WORK TO BE PERFORMED:

1. Installation of new 104-foot wide insulated concrete crossing surface.
2. Installation of new active warning devices (lights & gates).

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

TINTIC INDUSTRIAL LEAD

MILE POST 1.86

SPANISH FORK, UTAH COUNTY, UTAH

Illustrative print showing location of Canyon Creek Parkway project with
the **CITY OF SPANISH FORK.**

Folder No. _____ Date: August 21, 2014

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

EXHIBIT B

ESTIMATE SUMMARY

SUMMARY OF MATERIAL AND FORCE ACCOUNT WORK BY THE
UNION PACIFIC RAILROAD COMPANY FOR THE
SPANISH FORK, UTAH – CANYON CREEK PARKWAY PROJECT

DESCRIPTION OF WORK: Installation of new 104-foot insulated concrete crossing surface and active warning devices (lights & gates) at Canyon Creek Parkway public road crossing, MP 1.86 on the Tintic Industrial Lead in Spanish Fork, Utah County, Utah. Includes UPRR work detailed in the attached material and force account estimates.

Utah County
Spanish Fork City Project
Canyon Creek Parkway

LOCATION: Utah Service Unit – 14 STATE: Utah DATE: August 21, 2014

<u>DESCRIPTION</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>TOTAL</u>
<u>Spanish Fork City</u>			
Recollectable Railroad Work	165,346	58,375	223,721
	112,118	113,095	225,213
TOTAL PROJECT	277,464	171,470	448,934
EXISTING REUSABLE MATERIAL			0
SALVAGE NONUSABLE MATERIAL			0

TOTAL ESTIMATED COST OF PROJECT LESS CREDITS \$448,934.00

THE ABOVE FIGURES ARE ESTIMATEES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE CITY WILL BE BILLED FOR THE ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEROF.

DATE: 2014-04-07

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2014-10-06

DESCRIPTION OF WORK:
2013 RECOLLECTIBLE PROGRAM
TINTIC INDUSTRIAL LEAD
MP 1.86 DOT # 967139F CANYON CREEK ROADWAY
INSTALL 104 TF OF CROSSING SURFACE INCLUDING TIES, RAIL, OTM
PROJECT TO BE FUNDED 100% BY CITY OF SPANISH FORK UT

PID: 85504 AWO: 22568 MP, SUBDIV: 1.86, TINTIC
SERVICE UNIT: 17 CITY: SPANISH FORK STATE: UT

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			7785		7785		7785
LABOR ADDITIVE 211%			16428		16428		16428
TOTAL ENGINEERING			24213		24213		24213
SIGNAL WORK							
LABOR ADDITIVE 211%			4788		4788		4788
SIGNAL			2269	5	2274		2274
TOTAL SIGNAL			7057	5	7062		7062
TRACK & SURFACE WORK							
BALAST	6.00	CL	15	5494	5509		5509
BILL PREP FEE				900	900		900
ENVIRONMENTAL - PERMITS				10	10		10
EQUIPMENT RENTAL				5000	5000		5000
FOREIGN LINE FREIGHT				1113	1113		1113
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 211%			73767		73767		73767
MATL STORE EXPENSE				382	382		382
OTM			5260	3537	8797		8797
RAIL	520.00	LF	17271	8725	25996		25996
RDXING	104.00	TF	6206	24076	30282		30282
SALES TAX				1862	1862		1862
SWTIE	76.00	EA	19900	4521	24421		24421
TRK-SURF, LIN			3337		3337		3337
WELD			5862	250	6112		6112
XTIE		EA	2458		2458		2458
115/110 COMP BARS				1600	1600		1600
TOTAL TRACK & SURFACE			134076	58370	192446		192446
LABOR/MATERIAL EXPENSE			165346	58375			
RECOLLECTIBLE/UPRR EXPENSE					223721	0	
ESTIMATED PROJECT COST							223721
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

DATE: 2014-04-07

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
 BY THE
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2014-10-06

DESCRIPTION OF WORK:

INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS
 WITH GATES AT SPANISH FORK, UT. CANYON CREEK PKWY
 M.P. 1.86 ON THE TINTIC IND. LEAD DOT# 967139F
 WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
 SIGNAL - CITY OF SPANISH FORK - 100%
 ESTIMATED USING FEDERAL ADDITIVES WITH INDIRECT AND
 OVERHEAD CONSTRUCTION COST'S - 176.51%

PID: 85505 AWO: 22569 MP,SUBDIV: 1.86, TINTIC
 SERVICE UNIT: 17 CITY: SPANISH FORK STATE: UT

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			3483		3483		3483
LABOR ADDITIVE 176.51%			14615		14615		14615
SIG-HWY XNG			4821		4821		4821
TOTAL ENGINEERING			22919		22919		22919
SIGNAL WORK							
BILL PREP			900		900		900
CONTRACT				5681	5681		5681
LABOR ADDITIVE 176.51%			56940		56940		56940
MATL STORE EXPENSE				11	11		11
METER SERVICE			20000		20000		20000
PERSONAL EXPENSES			15751		15751		15751
ROCK/GRAVEL/FILL				3000	3000		3000
SALES TAX				2272	2272		2272
SIGNAL			31359	56814	88173		88173
TRANSP/IB/OB/RCLW CONTR				9556	9556		9556
TOTAL SIGNAL			89199	113085	202284		202284
TRACK & SURFACE WORK							
ENVIRONMENTAL - PERMITS				10	10		10
TOTAL TRACK & SURFACE				10	10		10
LABOR/MATERIAL EXPENSE							
			112118	113095			
RECOLLECTIBLE/UPRR EXPENSE						225213	0
ESTIMATED PROJECT COST							225213

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 29 Aug 2014
Re: Reimbursement Agreement with Canyon Creek Commercial Center (C-4) and Scenic Development

On the Council agenda for September 2, is an item to approve a Reimbursement Agreement with C-4 and Scenic Development. C-4 is basically the partnership between WPI and Woodbury, which is developing the area where Walmart is going. As part of that development, Spanish Fork Parkway extends from the Walmart area to SR 51. Scenic Development is doing a residential development adjacent to SR 51 and Spanish Fork Parkway. C-4 needs a water line through the old dump and Scenic needs a sewer line through the old dump in conjunction with the construction of Spanish Fork Parkway. The City also benefits from these projects and has agreed to participate. Given the nature of the Parkway, C-4 is performing all of the work and this agreement defines how and the amount they will be reimbursed.

The total cost for the project is \$1,507,770.00. C-4 is obligated for \$669,678.75, Scenic is obligated for \$221,545.75, and the City is obligated for \$586,545.50. Scenic's and City's shares will be reimbursed to C-4.

Since this concept has been reviewed with the Council, it is placed on the consent agenda. This agreement identifies the exact amounts each party is responsible for, which amounts were not known when the Council approved the concept, only estimates.

Spanish Fork Parkway Reimbursement Agreement

This Spanish Fork Parkway Reimbursement Agreement (the "**Agreement**") is made and entered into on _____, 2014, by and among Scenic Development, Inc., a Utah corporation ("**Scenic Development**"), Canyon Creek Commercial Center L.L.C., a Utah limited liability company ("**C-4**"), and Spanish Fork City, a municipal corporation of the State of Utah ("**Spanish Fork City**").

1. C-4 is the developer of the 220-Acre Canyon Creek Commercial Shopping Center located generally at the intersection of US-6 and 600 East in the City of Spanish Fork, Utah County, Utah (the "**Project**").
2. As part of the construction and development of this Project, C-4 will be constructing the Spanish Fork Parkway as a "**Ribbon**" road consisting of a 26' wide paved surface as shown on **Exhibit "A"** attached hereto (the "**Parkway**"). A portion of this Parkway goes through a landfill area and the material in such area will need to be removed and replaced with structural fill material. C-4 will install culinary and pressurized irrigation lines in the area in which the Parkway will be constructed (the "**Water Lines**"). The Parkway and the Water Lines are referred to herein as the "**C-4 Infrastructure Improvements**".
3. Scenic Development will be required to install at its expense a sewer outfall line for a proposed subdivision that lies to the north and east of the C-4 Infrastructure Improvements (the "**Sewer Line**"), which subdivision tentatively is called Meadow Creek Ridge (the "**Subdivision**"). The proposed Sewer Line will run through the landfill and will require remediation with structural fill material in the same manner as the C-4 Infrastructure Improvements. In the event C-4 does not construct the C-4 Infrastructure Improvements, Scenic Development will be responsible to pay for all costs of installing the Sewer Line. C-4 agrees to complete the construction of the Sewer Line in connection with the C-4 Infrastructure Improvements, provided, however, that Scenic Development pay the costs of the Sewer Line pursuant to the terms of this Agreement.
4. A full breakdown of the costs for the C-4 Infrastructure Improvements and the Sewer Line (collectively, the "**Improvements**") is outlined below:

	<u>Total Cost</u>	<u>C-4</u>	<u>Scenic Development</u>	<u>Spanish Fork City</u>
Trash Removal and Backfill	\$ 1,230,807.50	50% \$ 615,403.75	10% \$ 123,080.75	40% \$ 492,323.00
Sewer Line	\$ 98,465.00	0% \$ -	100% \$ 98,465.00	0% \$ -
Water and PI Line	\$ 178,497.50	47% \$ 84,275.00	0% \$ -	53% \$ 94,222.50
Total	\$ 1,507,770.00	\$ 699,678.75	\$ 221,545.75	\$ 586,545.50

5. Scenic Development shall pay for the construction and installation of the Improvements an amount equal to \$221,545.75 (the "**Scenic Contribution Amount**").
6. Scenic Development hereby agrees to deliver funds equal to the Scenic Contribution Amount to Spanish Fork City within ten (10) business days of the full execution of this Agreement to be held in escrow. C-4 may, at its option and in accordance with the Spanish Fork City municipal code, obtain progress releases from this escrow to pay the contractor for work on the Improvements, provided that escrowed funds are released and utilized only for that portion of the Improvements installed, inspected and approved by Spanish Fork City. Scenic Development's obligations under this Agreement shall be satisfied upon timely payment in full of the Scenic Contribution Amount.

7. C-4 makes the following representations to Scenic Development in connection with the Improvements: (a) C-4 shall install the Improvements as shown on the plans, specifications, and drawings described on **Exhibit "B"** attached hereto (the "**Construction Plans and Specifications**"), and in accordance with the construction standards and ordinances of Spanish Fork City (the "**Construction Standards**"); (b) the Water Lines and Sewer Line shall be constructed in dedicated public utility easements, and the Parkway shall be a dedicated public right of way; (c) the Construction Plans and Specifications have been approved by Spanish Fork City , and C-4 has provided a complete set of the Construction Plans and Specifications to Scenic Development; (d) C-4 shall request that the Sewer Line be inspected by Spanish Fork City prior to closing such trench; (e) C-4 shall construct the Sewer Line and obtain acceptance by Spanish Fork City (as evidenced by the commencement of Spanish Fork City's warranty period) no later than September 30, 2014 (f) C-4 shall satisfy all warranty obligations for the Sewer Line without additional cost to Scenic Development; and (g) Scenic Development has no obligation to pay any costs associated with the C-4 Infrastructure Improvements.

8. C-4 agrees to indemnify, defend and hold Scenic Development harmless from any losses, claims or damages arising from C-4's obligations under this Agreement to construct the Sewer Line, including, without limitation, any cost overruns arising for any reason whatsoever or damages relating to C-4's failure to complete such Sewer Line by any deadlines imposed by any governmental or quasi-governmental entity, and any warranty obligations. For the sake of clarity, Scenic Development's financial obligation to contribute to the construction of the Sewer Line is limited to the Scenic Contribution Amount, regardless of whether any foreseen or unforeseen problems arise during construction.

9. Provided that Scenic Development delivers the Scenic Contribution Amount as required by this Agreement, nothing in this Agreement shall prevent C-4, its successors or assigns, from being charged a fee for connection to the Sewer Line in accordance with any connector fee agreement with Spanish Fork City.

10. Spanish Fork City has consented to the payment obligations of Scenic Development with respect to the Improvements set forth in this Agreement. Spanish Fork City has further consented that Scenic Development's obligations with respect to the Improvements are limited to the Scenic Contribution Amount, and that C-4 shall be responsible to pay all amounts required to complete construction and perform the warranty work, if any, on the Sewer Line in excess of the Scenic Contribution Amount.

11. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

12. The parties may amend this Agreement only by a written instrument executed by all parties.

13. This Agreement may be executed by facsimile or email signatures and in one or more counterparts, which together shall constitute the Agreement. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

14. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

For C-4:

CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company

By: TENEDOR L.L.C., a Utah limited liability company, Its Manager

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

By: _____

By: _____

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

For Scenic Development:

SCENIC DEVELOPMENT, INC., a Utah corporation

**By: _____
Kim Rindlisbacher, President**

For Spanish Fork City:

SPANISH FORK CITY, a municipal corporation of the State of Utah

By: _____

EXHIBIT A

NOTE: SEE EARTHTEC GEOTECHNICAL STUDY
DATED 12-21-12 FOR ADDITIONAL
REQUIREMENTS

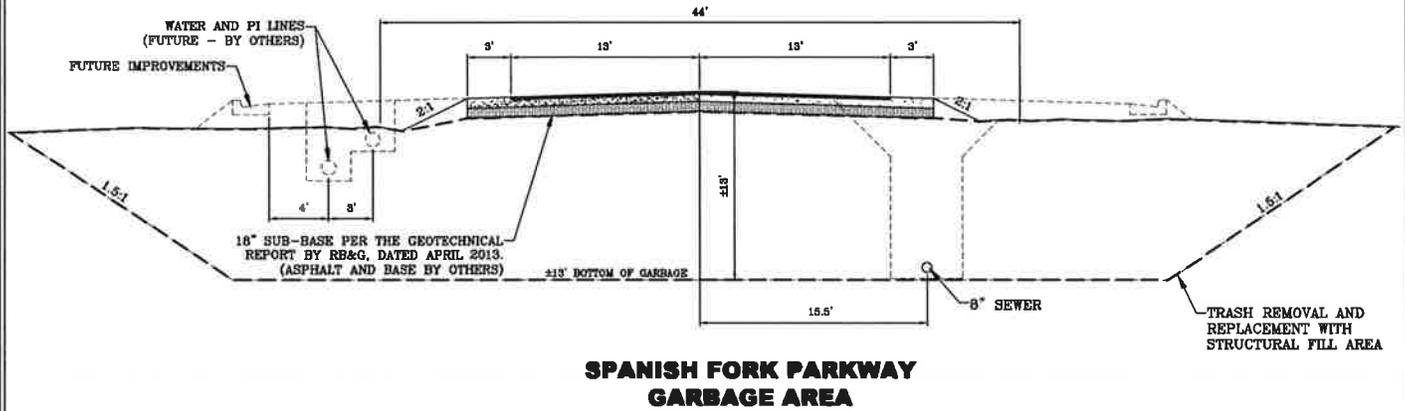


Exhibit "B"

Construction Plans and Specifications

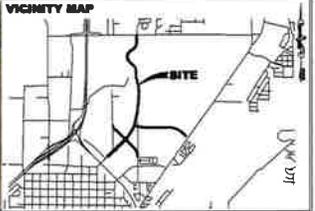
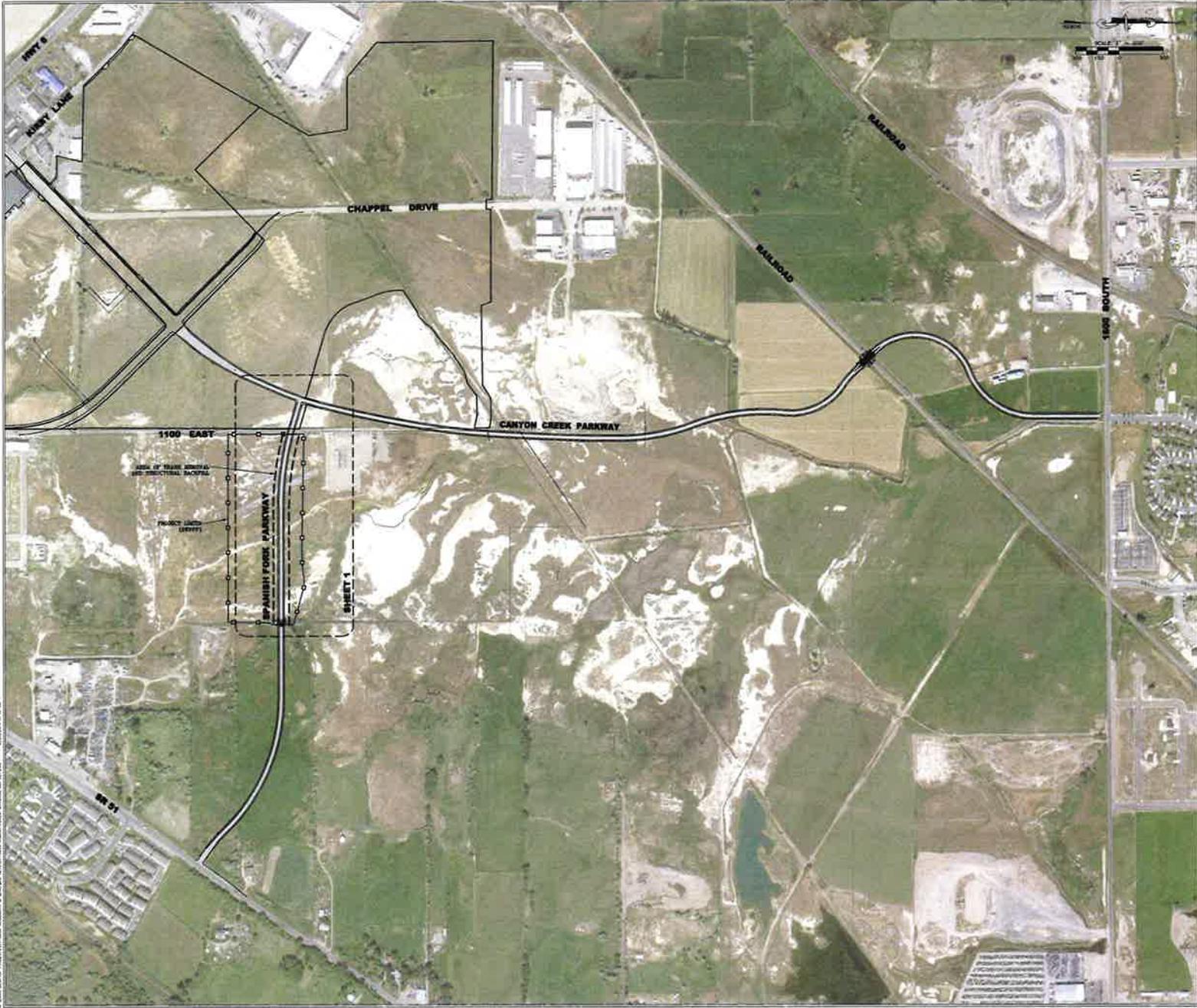


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COVER/INDEX	SHEET 1
SPANISH FORK PARKWAY P&I	SHEET 2
CONSTRUCTION DETAILS	

- NOTES**
1. ALL CONSTRUCTION TO COMPLY WITH SPANISH FORK CITY STANDARDS AND SPECIFICATIONS.
 2. ALL WORKING TO BE IN ACCORDANCE WITH GEOTECHNICAL STUDIES BY BRAD TAYLOR APRIL 2010 AND ANY ADDENDUMS.
 3. CONTRACTOR TO VERIFY EXISTING CONDITIONS. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
 4. THIS BID PACKAGE IS FOR SEWER AND TRUNK REGULATION AND LEADING GRADE IS TO BE BROUGHT TO BOTTOM OF BASE ELEVATION. RAISE AND ADJUST TO BE BY OTHER.

LEGEND

EXISTING	SYMBOL
WATER METER	— W —
WATER VALVE	— W —
PIPE HEADWANT	— H —
SEWER	— S —
SEWER MANHOLE	— S —
STORM DRAIN	— SD —
STORM DRAIN MANHOLE	— SD —
STORM DRAIN CURB INLET	— SD —
PI	— PI —
PI VALVE	— PI —
FENCE	— F —

PROPOSED	SYMBOL
WATER	— W —
WATER VALVE	— W —
PIPE HEADWANT	— H —
SEWER	— S —
SEWER MANHOLE	— S —
STORM DRAIN	— SD —
STORM DRAIN MANHOLE	— SD —
STORM DRAIN CURB INLET	— SD —
PI	— PI —
PI VALVE	— PI —

DEVELOPER
 TENDON LLC
 2725 E. PARLER BLVD
 SALT LAKE CITY, UTAH 84109
 801-485-7770

ENGINEER
 L&I CONSULTING ENGINEERS
 2000 FORTER MAIN
 SPANISH FORK, UTAH 84400
 (801)745-0555

PROJECT NAME
 CANYON CREEK CROSSING

LEI
 A Utah Corporation
**ENGINEERS
 SURVEYORS
 PLANNERS**
 2502 N. Main Street
 Spanish Fork, UT 84600
 Phone: 801.746.0560
 Fax: 801.746.5393
 office@lel-eng.com
 www.lel-eng.com

CANYON CREEK OFFSITE BID PACKAGE A
 SPANISH FORK CITY, UTAH
COVER

REVISIONS

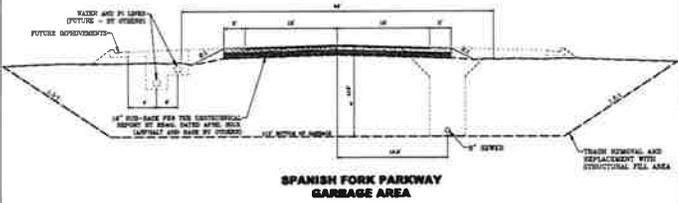
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LEI PROJECT #
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 TOWN
 CHECKED BY
 BTG
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1" = 30'
 DATE
04/22/2014
 SHEET

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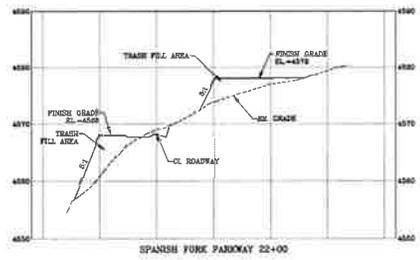
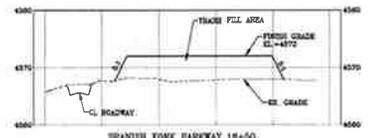
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NOTE: SEE EARLIER GEOLOGICAL STUDY DATED 12-21-12 FOR ADDITIONAL REQUIREMENTS



1 ROADWAY SECTIONS

2 NOT USED



3 CROSS-SECTIONS THROUGH GARBAGE



A Utah Corporation
**ENGINEERS
SURVEYORS
PLANNERS**

3302 N. Main Street
Spanish Fork, UT 84602
Phone: 801.798.0000
Fax: 801.798.0000
office@lel-eng.com
www.lel-eng.com

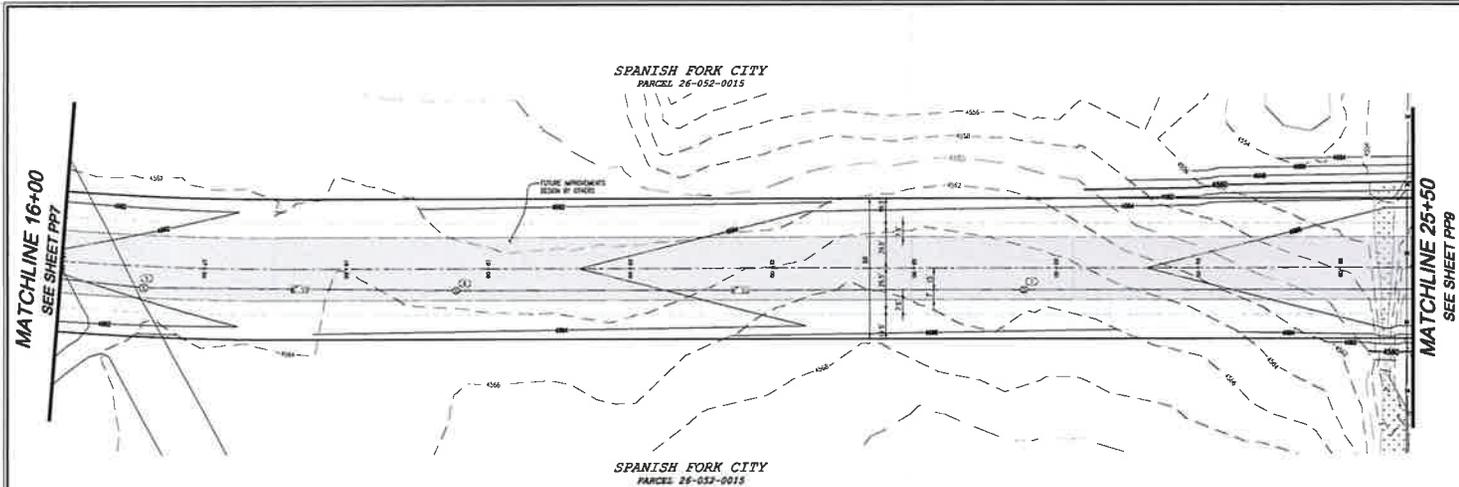
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SPANISH FORK CITY, UTAH

DETAILS

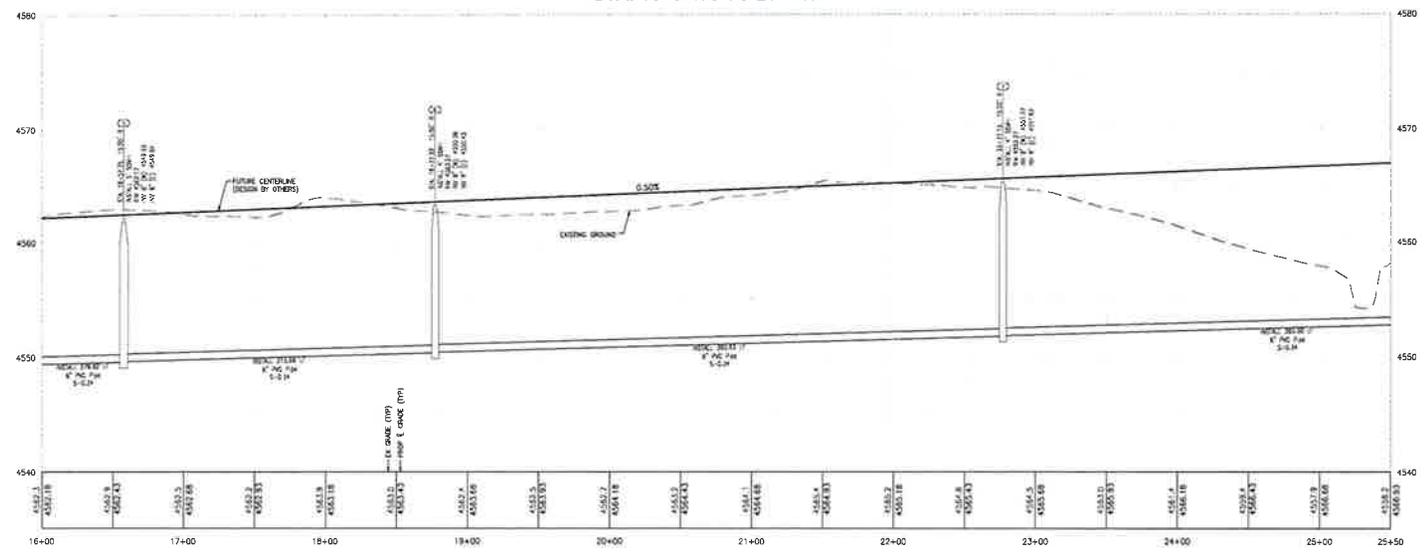
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LEI PROJECT #
2011-0008
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12061
CHECKED BY:
RTG
SCALE:
N.T.S.
DATE:
04/22/2014

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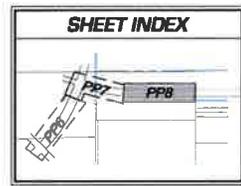


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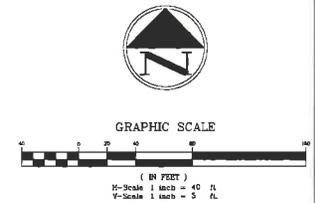
- BOUNDARY
- FUTURE RIGHT OF WAY
- CENTERLINE
- LEFT LINE
- FUTURE SIDEWALK
- FUTURE CURB AND GUTTER
- ADJACENT PROPERTY
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- SLOPE - FILL
- DAYLIGHT - CUT
- SECONDARY WATER - PVC 6000 (SEE AS NOTED)
- STEAM DRAIN - RCP CLASS II (SEE AS NOTED)
- CULINARY WATER - PVC 6000 (SEE AS NOTED)
- SANITARY SEWER - PVC 3000S (SEE AS NOTED)
- SEWER MANHOLE (EX. & PROP.)
- WATER VALVE (EX. & PROP.)
- PVC FITTINGS
- FIRE HYDRANT (EX. & PROP.)
- STORM DRAIN INLET (EX. & PROP.)
- SLOPE OF PROP. V.C. GRADE
- APPROX. POINTS CORNER



J ENGINEERING
 J Engineering, Inc.
 7805 South 2325 East
 South Jordan, Utah
 801-402-4400
 jeng@jenginc.com

NO.	DATE	BY	DESCRIPTION	ADDRESS CITY COMMENTS
1	11/06/13	JMT		

MEADOW CREEK RIDGE PHASE I SUBDIVISION
PLAN & PROFILE
 STATION: 16+00 TO 25+50
 SPANISH FORK CITY, UTAH



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 UTILITY NOTIFICATION CENTER, INC.
 www.bluestakes.org
 1-800-562-4111

SHEET SIZE: ARCH D
H SCALE: 1" = 40'
V SCALE: 1" = 5'
DATE: JUNE 11, 2013
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SHEET NO.
PP8
 14 of 24



TO: Honorable Mayor, Esteemed City Council

FROM: Dave Anderson, Community and Economic Development Director

DATE: September 2, 2014

RE: Preliminary Plat Approval Extension for Meadow Creek Ridge Preliminary Plat

The Preliminary Plat for Meadow Creek Ridge was approved by the City Council on April 2, 2013. On February 4, 2014, the City Council extended the approval for six months to October 2, 2014. As construction work that is extending key utilities to the project is taking longer than anticipated, Scenic Development has requested that their approval be extended again to April 2, 2015.





JFP ENGINEERING
 1000 S. UNIVERSITY AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 733-1111
 www.jfp-engineering.com

PRELIMINARY PLAT
 MICHELLE D & SARGON K FERGUSON PARCELS 27-011-0077

DATE: 01/11/2011
 DRAWN BY: JFP
 CHECKED BY: JFP
 PROJECT NO: 27-011-0077

DATE: 01/11/2011
 DRAWN BY: JFP
 CHECKED BY: JFP
 PROJECT NO: 27-011-0077

PL3
 01 OF 01

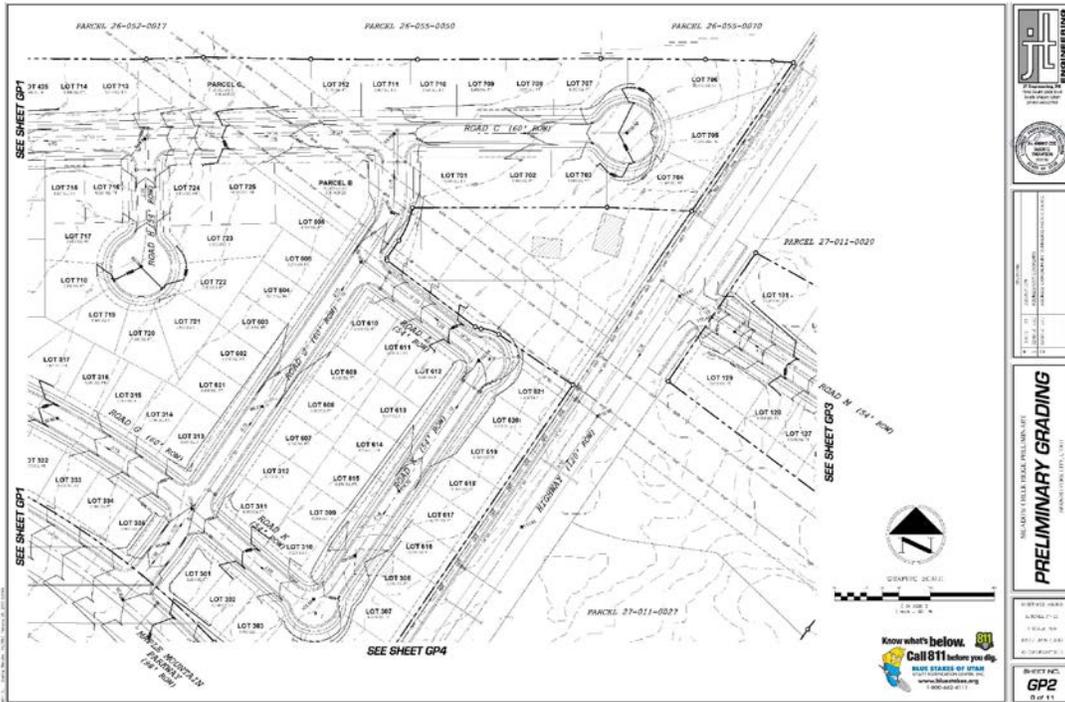
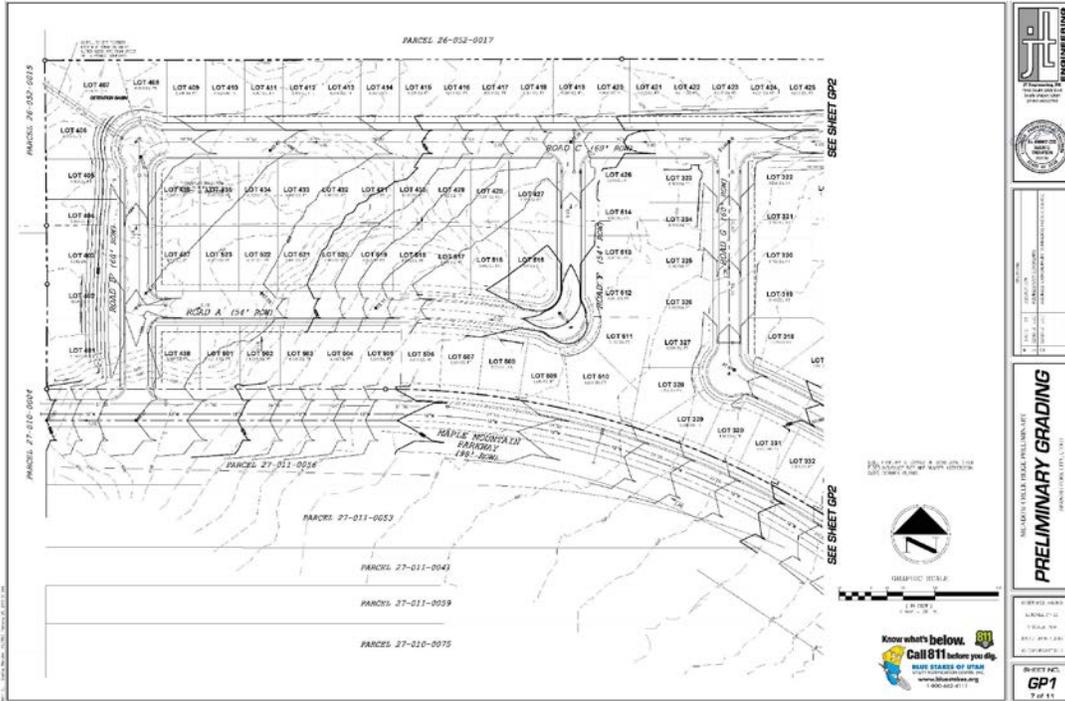
JFP ENGINEERING
 1000 S. UNIVERSITY AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 733-1111
 www.jfp-engineering.com

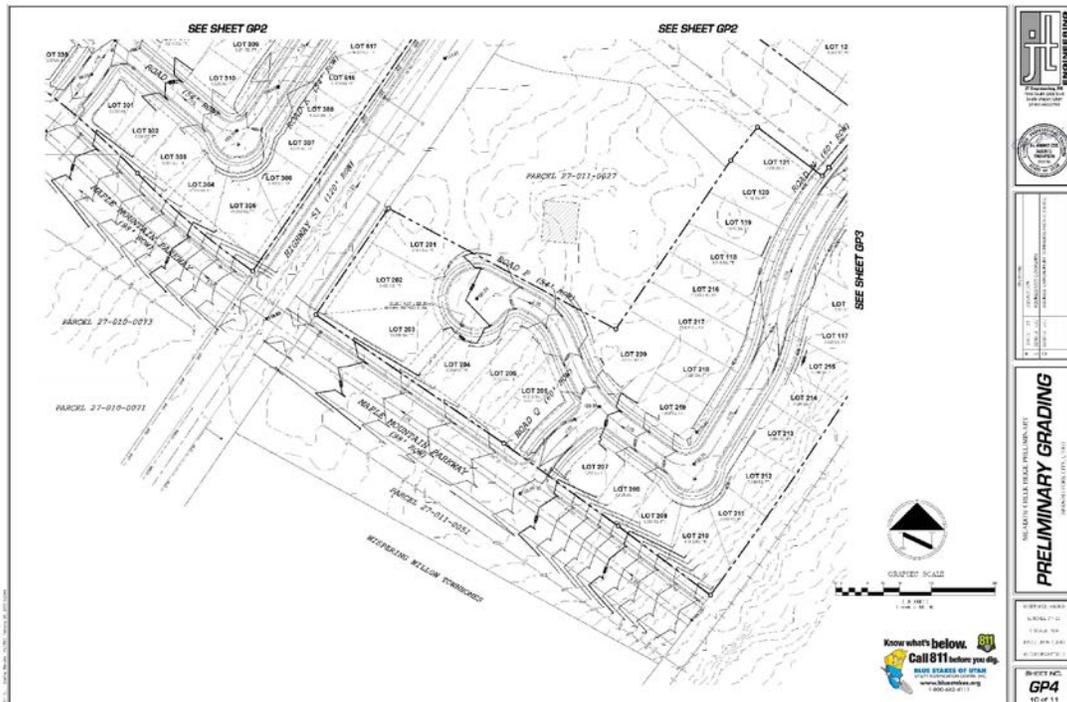
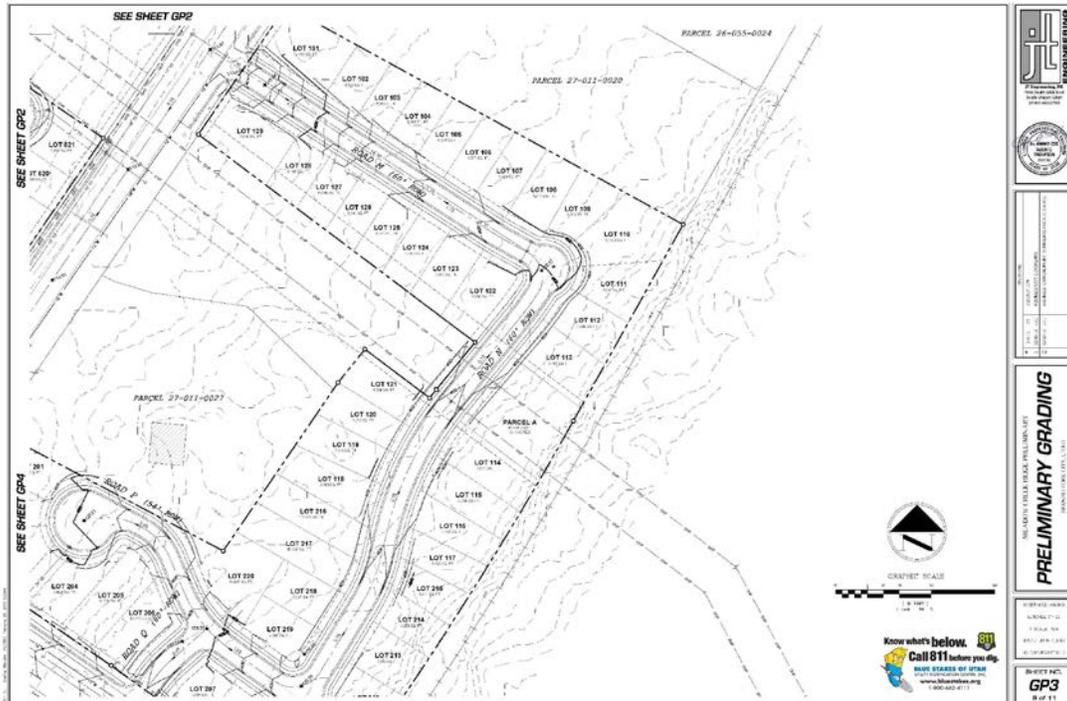
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 MICHELLE D & SARGON K FERGUSON PARCELS 27-011-0077

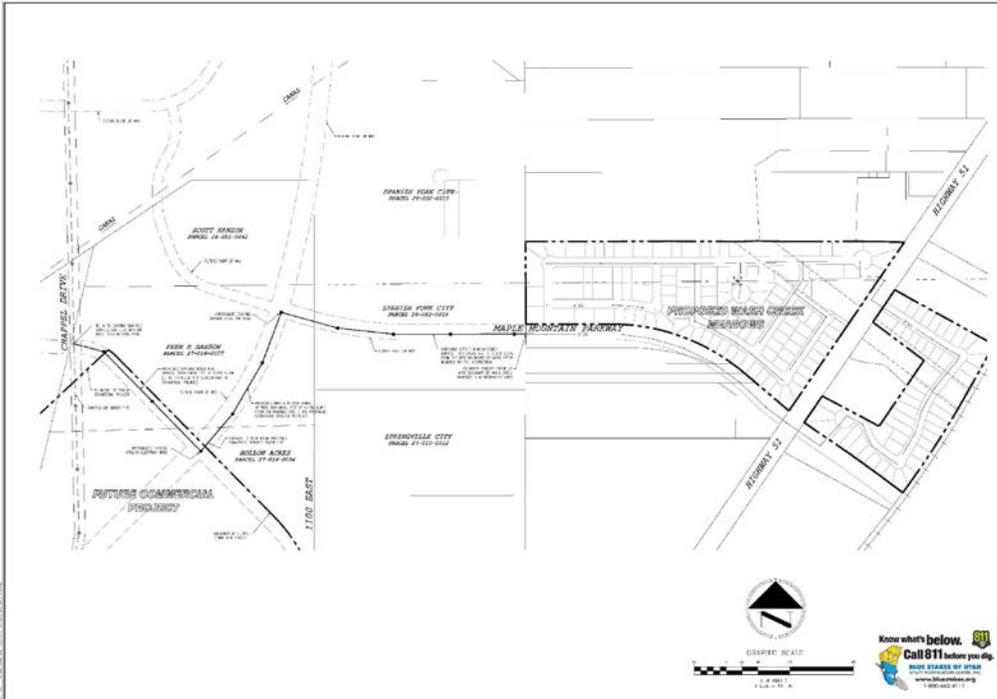
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 DRAWN BY: JFP
 CHECKED BY: JFP
 PROJECT NO: 27-011-0077

DATE: 01/11/2011
 DRAWN BY: JFP
 CHECKED BY: JFP
 PROJECT NO: 27-011-0077

PL4
 01 OF 01







PROJECT NO. 2014-001
 SHEET NO. 551
 DATE: 08/14/14

OFFSITE SEWER PLAN

DATE: 08/14/14
 SCALE: 1" = 10'
 SHEET NO. 551
 PROJECT NO. 2014-001



551
 11 OF 11

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



Agenda Date:	September 2, 2014
Staff Contacts:	Seth Perrins, Assistant City Manager
Reviewed By:	Junior Baker, City Attorney Chris Thompson, Public Works Director
Subject:	Recommended changes to the personnel policy manual

Background

For the past 15 months, the City has operated with new employee definitions. These changes include part time and seasonal employee limitations according to the Affordable Care Act (ACA or Obamacare). Employees and Supervisors have determined there are benefits to the City by having a winter season where a seasonal employee could work more than 130 hours in a given month for a short, six month period.

While our employee numbers shrink significantly during the winter months, there are some occasions in Public Works and Parks & Recreation where this type of employee will be beneficial. We recommend adding the following language to the Employee Personnel Manual in the Definitions section:

1.20.10.050 Definitions:

18. Seasonal Employee means one who is expected to work during the specific period or season. The City has ~~four~~ **three (34)** seasons: from March 15 to September 15; from April 15 to October 15; ~~and~~ from May 15 to November 15; and from October 15 to April 15. Seasonal employees will not work more than 1,560 hours during the season. (i.e.: swimming pool, golf course, streets, parks)

Budget Impact

It is not anticipated that this change will increase the budget. It will, however, give supervisors more flexibility as they staff different winter assignments. Supervisors report that some winter tasks that need to be completed could be done more quickly with a seasonal employee working more hours in a given month. Otherwise, a part-time employee will have to stop and start the task as governed by the monthly 130-hour limit.

Recommendation

Staff recommends the council adopts these changes. If there are other changes the council wishes to make to the personnel policy manual, those can be reviewed and changed as well.

Attachment:

A Resolution Amending a Definition in the Spanish Fork City Employee Personnel Manual

RESOLUTION No. 14-10

ROLL CALL

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

I MOVE this resolution be adopted:

I SECOND the foregoing motion:

RESOLUTION No. 14-10

A RESOLUTION AMENDING A DEFINITION IN THE SPANISH FORK CITY EMPLOYEE PERSONNEL MANUAL

WHEREAS, Spanish Fork City has adopted an employee personnel manual to govern the conduct and performance of its employees; and

WHEREAS, the Spanish Fork City council is authorized to make changes to the employee personnel manual; and

WHEREAS, it is necessary to review and make changes to the employee personnel manual from time to time in order to remain compliant with changes in the law, as well as to operate more efficiently; and

WHEREAS, staff has identified a more efficient way to utilize seasonal employees during a winter season;

NOW THEREFORE, be it resolved by the Spanish Fork City Council that the Spanish Fork City Employee Personnel Manual is hereby amended as follows:

1.20.10.050 Definitions

18. **Seasonal Employee** means one who is expected to work during the specific period or season. The City has **four (4)** seasons: from March 15 to September 15; from April 15 to October 15; from May 15 to November 15; **and from October 15 to April 15**. Seasonal employees will not work more than 1,560 hours during the season. (i.e.: swimming pool, golf course, streets, parks)

This resolution is effective the 2nd day of September, 2014.

DATED this 2nd day of September, 2014.

STEVE LEIFSON, Mayor

Attest:

KENT R. CLARK, City Recorder

ORDINANCE NO. 14-14

ROLL CALL

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

I MOVE this ordinance be adopted:

I SECOND the foregoing motion:

ORDINANCE No. 14-14

AN ORDINANCE AMENDING THE SPANISH FORK MUNICIPAL CODE DEALING WITH THE KEEPING OF COUNCIL MEETING MINUTES

WHEREAS, Spanish Fork City has adopted a municipal code, one title of which deals with administration of government; and

WHEREAS, old council meeting minutes have been located which indicate they are tentative, and no record exists of whether or not they were formally adopted by the Council; and

WHEREAS, a mechanism needs to be in place to assure that official minutes are available to document the actions of the Council;

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

I.

Spanish Fork Municipal Code §2.04.090 is hereby created, as follows:

2.04.090 Minutes of Council Meetings.

The City Council shall cause minutes of its public meetings to be kept. The Council shall consider the draft minutes for approval at a regularly scheduled meeting after the public meeting for which minutes are kept. If the Council does not take action to approve the draft minutes within sixty (60) days after the public meeting, the draft minutes shall be deemed to have been approved by the Council and will stand as approved.

II.

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

DATED this 2nd day of September, 2014

STEVE LEIFSON, Mayor

Attest:

Kent R. Clark, City Recorder



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: September 2, 2014
Re: Canyon Glen Loop Street Dedication Request

Staff Report

RECOMMENDED ACTION

Approval of the Canyon Glen Loop street dedication request with the following conditions:

1. The streets from back of sidewalk to back of curb are deeded to the city and all costs to deed the streets are paid by the Canyon Glen Homeowners Association.
2. A hold harmless and indemnification agreement is in place between the Canyon Glen Homeowners Association and Spanish Fork City before any snow plowing is done by the HOA on public streets.

BACKGROUND

Canyon Glen Loop is a private street owned and maintained by the Canyon Glen Homeowners Association. Because it is a private street, gas tax funds are not appropriated to Spanish Fork to pay for the maintenance of the street.

DISCUSSION

The Streets Division has reviewed the condition of Canyon Glen Loop and feel that it is in good condition and recommend that we take over the street. This will be a relatively inexpensive street to maintain because of its narrow width.

Attached: request



TO: The City Council of Spanish Fork
FROM: The Canyon Glen HOA Board of Directors
DATE: August 28, 2014
RE: Annexation of Canyon Glen Loop

The Canyon Glen Board of Directors would like to request that the City of Spanish Fork annex Canyon Glen Loop. As part of this annexation, we understand that the maintenance of the sidewalks, curbs, gutters and street lamps would also be included.

The HOA would like to continue to provide their own snow removal of the road and sidewalks should the annexation be approved.

If you have any questions or need any clarification, please contact the property manager, Stephanie Black, at Parker Brown Property Management, 801-766-9998 extension 211, 187 W. Main Street, Lehi, UT 84043.

Thank you for your consideration!