



AMENDED CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **5:15 p.m. on October 7, 2014.**

5:15pm WORK SESSION:

1. SFCN Channel Negotiations

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 – Paul & Alisha Casey](#)

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: SF17 New YouTube Broadcast & Productions

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 – September 2, 2014](#)
- b. * [Fire Department SCBA Equipment Grant](#)
- c. * [100 North and 200 North CDBG Grant Sewer and Water Replacement Project Agreement](#)
- d. * [Armstrong Consultants Task Order 1 \(Phase 3 Runway Shift\)](#)
- e. * [Proposed Agreements and Contract for Building Inspection Services](#)
- f. * [New Cingular Wireless PCS, LLC Lease Agreement](#)
- g. * [Impact Fee Reimbursement Agreement with Old Mill Estates](#)
- h. * [Connector's Agreement with Old Mill Estates](#)
- i. * [Contract for an Online Agenda Management System with Board Docs](#)

6. PUBLIC HEARING:

- a. * [Ordinance 15-15 Making Various Amendments to the Land Use Ordinance of Spanish Fork City](#)
- b. * [Proposed Zone Change for the Trailside Subdivision, the proposal would approve the Trailside Subdivision as an In-fill Overlay development](#)
- c. * [Spanish Fork City - FY 2015 Budget Revision #1](#)

7. NEW BUSINESS:

- a. * [Preliminary Plat approval for the Trailside Subdivision, an In-fill Overlay development located at 335 West 100 South](#)
- b. * [Preliminary Plat approval for Spanish Trails, a residential subdivision located at approximately 400 South Spanish Trails Boulevard](#)

* 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.

- c. * Preliminary Plat approval extension request for Legacy Farms
- d. * Waste Water Treatment Plant SCADA System RFP Award

8. CLOSED SESSION:

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

ADJOURN:

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

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AGENDA REQUEST FORM

Date of Meeting Requested to Attend: 10/7/2014

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

Name: PAUL & ALISHA CASEY

Address: 1896 EAST 1700 SO. SP. FORK UT. 84600

Phone Number: 801-420-5713

Please list the subject and detailed information regarding your request:

WE ARE REQUESTING AN ORDINANCE TEXT CHANGE
OR A VARIANCE LAW CHANGE CONCERNING OUR
A VACANT LOT AT 560 NO. 500 EAST IN S.F.

Paul Casey
Signature

9/29/14
Date

**Tentative Minutes
Spanish Fork City Council Meeting
September 2, 2014**

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

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: Duane Gardner, Erich Herbst, Tyler Mendenhall, Tanner John, Nathan Campbell, Lochlan Campbell, Ethan Campbell, Andre Hemsley, Charles & Audra Thorpe.

5:15pm WORK SESSION:

1. Utility Payment Option-Kent Clark
2. Dispatch Services-Dave Oyler

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 Charles Thorpe.

Tanner John led in the pledge of allegiance.

PUBLIC COMMENTS:

Tyler Mendenhall commented that on August 8th he had a relative's home that caught on fire. The home is in Benjamin and the homeowners were out of town, Spanish Fork City Fire Department was the first to arrive. Mr. Mendenhall thanked the emergency & fire personnel for their service.

COUNCIL COMMENTS:

Councilman Scoubes said he will be attending an Airport Board meeting and a Veteran's Council meeting this week.

Councilman Mendenhall reminded the citizens of the Farmer's Market that is held every Saturday from 8am-1pm at the City Office parking lot. Also, the Play Unplugged program party will be this Saturday from 9am-1pm at the North Park, there will be prizes, fun and bring your brag tags.

SPANISH FORK 101: Opt-out Recycling & UDOT Highway 6 Road Closure –Chris Thompson

CONSENT ITEMS:

- 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

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

NEW BUSINESS:

Meadow Creek Preliminary Plat Approval Extension. Scenic Development has requested that the Preliminary Plat be extended for 6 additional months, to April 2, 2015, for Meadow Creek Ridge.

Dave Anderson said that this project is located on Highway 51 by the Anderson's Wrecking yard and is on both sides of the road. Scenic Development requested an extension at the first of this year and is now requesting another extension because of delays from the installation of utilities.

Councilman Dart made a **Motion** to **approve** the Meadow Creek Preliminary Plat Extension until April 2, 2015.

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

Resolution #14-10 Amending a Definition in the Spanish Fork City Employee Personnel Manual

Seth Perrins explained that with all the changes that are soon to be in affect from the Affordable Care Act, staff has been implementing new policies. Currently in place are the spring, summer, & fall seasons that employees can work in so this resolution is to add a fourth for the winter season.

Councilman Scoubes made a **Motion** to **approve** the Resolution #14-10 Amending a Definition in the Spanish Fork City Employee Personnel Manual.

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

Ordinance #14-14 Amending the Municipal Code Dealing with the Keeping of Minutes

Junior Baker said the Deputy Recorder has found some older City Council minutes that have not been approved. To help clean up this problem staff recommends the following:

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.

Councilman Gordon made a **Motion** to **approve** the Ordinance #14-14 Amending the Municipal Code Dealing with the Keeping of Minutes.

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

Canyon Glen Loop Street Dedication Request

Chris Thompson received a request from the HOA of Canyon Glen Subdivision asking for the City to take over the roads in their subdivision. Mr. Thompson & the streets division manager inspected the requested area and the road, curb, gutter and sidewalk are in good condition, with one note that there is only sidewalk on one side. Mr. Thompson recommends accepting this request on two conditions: 1) deed the road, curb, gutter & sidewalk to the City; 2) the HOA will provide their own snow removal for the subdivision. Staff is fine with the request to plow their own streets as long as there is an agreement that indemnifies the City so we are not liable for any accidents or damage that their contracted snow plowing would cause.

101
102 Councilman Mendenhall made a **Motion** to **approve** the Canyon Glen Loop Street Dedication
103 Request.
104 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

105
106 **ADJOURN:**

107 Councilman Dart made a **Motion** to **adjourn** to Closed Session to discuss Land Acquisition.
108 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 6:50p.m.

109
110 ADOPTED:

111 _____
Angie Warner, Deputy Recorder



Spanish Fork Police Department

Public Safety Director Steven G. Adams

Memo

To: Mayor and Council

From: Steve Adams, Public Safety Director



Date: October 3, 2014

Regarding: Memorandum of Understanding – Seeking of grant monies for SCBA equipment

Our Spanish Fork Fire Department along with other surrounding cities are seeking combined grant monies.

The grant monies if awarded will be used to replace breathing air system. Our current SCBA system is a 2216 psi system which has an air compressor to fill the SCBA tanks that is nearly two years past its replacement life.

Matt Flint, a professor at Utah Valley University, has agreed to put this grant proposal together for those cities willing to participate. It is my understanding the Professor Flint has had extensive experience in doing such grants. He will represent 10 southern Utah County cities/fire departments in writing this proposal for a federal/regional grant that would provide funding for improved breathing apparatus and training on said apparatus.

Professor Flint is requesting the signing of a Memorandum of Understanding which is attached. Other cities have also been sent this MOU for signing.

Attachment: MOU

Memorandum of Understanding (MOU)

Matt Flint
Grant Writer
70 E Highline Drive
Woodland Hills, UT 84653
mflint@digis.net
801-423-6501

To all concerned:

I have been asked to represent 10 southern Utah County cities/fire departments in writing a proposal for a federal/regional grant that would provide funding for improved breathing apparatus and training on said apparatus. Although definitive costs have not been calculated, it is anticipated that we will be asking for upwards of \$2 million. This is an exciting opportunity for cities/fire departments to update their current breathing equipment and for this area of Utah County to have equipment that will facilitate more effective and efficient cross-helping, one city helping another in the fight against fires.

The purpose of this memorandum of understanding (MOU) is to make you aware that there is a cost-sharing component to this grant. In other words, if we do receive \$2 million, we will have to pay 10-20% for cost-sharing. This is NOT a matching agreement. It is actual monies that would be covered by the participating cities/fire departments. For example, if we got \$2 million the participating cities/fire departments would need to contribute between \$200,000-\$400,000. That amount would be divided up by each of the 10 cities/fire departments.

Those cities/fire departments who applied for more grant money would be expected to cost-share at a higher dollar amount. For example, if the Salem Fire Department needed \$80,000 for their breathing equipment they would need to come up with 10-20% of \$80,000 (\$8,000-\$16,000). On the other hand, if the Spanish Fork Fire Department needed \$250,000 they would need to come up with \$25,000-\$50,000.

The majority of the funds will be spent on equipment with a small amount going to possible trainings and educational materials in order understand how to effectively use the equipment. Moreover, a small administrative fee will need to be paid.

If your city/fire department wants to be included in this proposal/grant process and is willing to pay their part in the cost-sharing process, then please sign below.

Dated this _____ day of October, 2014

SPANISH FORK CITY By:

Steve Leifson, Mayor



Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: October 7, 2014
Re: 100 North and 200 North CDBG Grant Sewer and Water Replacement Project Agreement

Staff Report

RECOMMENDED ACTION

Approve the 100 North and 200 North CDBG Grant Sewer and Water Replacement Project Agreement.

BACKGROUND

The city was awarded \$200,000 to help fund a project to replace the following utilities:

- Water and sewer lines in 100 North from 100 East to 300 East; and
- Water lines in 200 North from 100 East to 200 East.

DISCUSSION

This agreement is for the city to participate in the cost sharing of these projects.

Attached: agreement



SUBRECIPIENT AGREEMENT

Agreement No. 2014 -- _____

1. PARTIES: This agreement is among Utah County, referred to as the COUNTY, and the following SUB-RECIPIENT:

Organization: <u>Spanish Fork City</u>	Project Name: <u>100 N & 200 N Sewer & Waterline</u>
Address: <u>40 S Main St</u>	<u>Project</u>
City, State, Zip: <u>Spanish Fork, UT 84660</u>	Grant #: B-12-UC-49-0003
Contact person: <u>Lua Saluone</u>	CFDA #: 14.218
Phone: <u>(801) 804-4543</u>	
Email: <u>lsaluone@spanishfork.org</u>	
Fax: <u>(801) 804-4543</u>	

2. AGREEMENT PERIOD: Commencing on _____ 2014 and terminating on December 15, 2015.

3. AGREEMENT COSTS: The Sub-recipient will be reimbursed a maximum of \$200,000.00 pursuant to the budget attached hereto as Attachment B.

4. ATTACHMENTS:

- Attachment A - Scope of Work, Project Timeline, and Staffing Plan
- Attachment B - Budget
- Attachment C- U.S. Department of Labor Wage Decision (if applicable)

**SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A
COMMUNITY DEVELOPMENT PROJECT OR PROJECTS**

**AGREEMENT BETWEEN
Utah County and the Sub-recipient**

THIS SUB-RECIPIENT AGREEMENT is entered into and shall be effective as of the ____ day of _____, 2014, by and between Utah County, a body corporate and politic of the State of Utah, (hereinafter the "COUNTY"), and Spanish Fork City (hereinafter the "SUB-RECIPIENT").

RECITALS

A. Utah County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations");

B. As provided in the Rules and Regulations, the County is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects; and

C. Under this sub-grant agreement the Sub-recipient will be sub-recipient of CDBG program funds from Utah County under the County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the County and the Sub-recipient agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Sub-recipient will be responsible for administering a CDBG Year 2014 Utah County Community Development Block Grant Program in a manner satisfactory to the County and program administrator and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Please refer to the attached Scope of Work which includes a schedule of services delivered.

The Sub-recipient agrees to notify Utah County and the program administrator and receive the County's or program administrator's written approval, in amendment form, prior to implementing any change in program activities, budget, or design (as specified in the Attachments) or before changing principle location of service delivery as specified herein.

General Administration

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the "benefit low- and moderate income persons" CDBG National Objective in the following way(s):

Provide more suitable housing conditions for the residents in the area.

C. Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should also include time frames for performance. The Sub-recipient agrees to provide the levels of program services based on the schedule set forth in the attached Scope of Work document.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior consent of the County and/or program administrator. Please refer to the Staffing Plan attached which provides a list of staff and time commitments to be allocated to the activities specified in the Scope of Work.

E. Performance Monitoring

The County and program administrator will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the County and program administrator will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the County and/or program administrator, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the ____ day of _____, 2014 and end no later than on the 31st day of December, 2015. Services performed will follow the Project Timeline set forth in Attachment A. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the County remains in control of CDBG funds or other CDBG assets designated for this project including program income as outlined in 24 CFR §570.504.

III. BUDGET

The Sub-recipient shall attach a Budget as Attachment B detailing estimated expenses for the project.

Any indirect costs charged must be consistent with the conditions of Attachment B - Budget of this Agreement. In addition, the County or program administrator may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County or program administrator and the Sub-recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$200,000.00. Draw-downs for the reimbursement of eligible incurred expenses shall be made against the line item budgets specified in Attachment B herein and in accordance with performance, availability of funds, and authorization by the County and program administrator. Expenses for general administration shall also be paid against the line item budgets specified in Attachment B and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR §84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Program administrator

Michelle Carroll
Community and ED Program Manager
Mountainland Association of Governments
586 E. 800 N.
Orem, UT 84097
mcarroll@mountainland.org
(801) 229-3833
Fax: (801) 229-3801

Sub-recipient

Contact person: Lua Saluone
Title: Staff Engineer - City Projects
Organization: Spanish Fork City
Address: 40 S Main St
City, State, Zip: Spanish Fork, UT 84660
Email: lsaluone@spanishfork.org
Phone: (801) 804-4543
Fax: (801) 804-4543

VI. SPECIAL CONDITIONS

Special Conditions, if any, will be included in attachment form.

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR §570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program

administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

The Sub-recipient shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Utah County or Mountainland Association of Governments (MAG) to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County or MAG, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Sub-recipient. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County or MAG and acting under the direction of the County or MAG shall not be deemed to be employees or agents of Sub-recipient.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend, and indemnify the County and CDBG program administrator, (Mountainland Association of Governments,) from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of their employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR §84.31 and §84.48, Bonding and Insurance, and shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Grantee Recognition

The Sub-recipient shall undertake efforts to ensure recognition of the role of the County in providing services through this Agreement. For example, activities, facilities and items utilized pursuant to this Agreement may be prominently labeled as their funding source. In addition, the Sub-recipient may include a reference to the support provided herein in publications made possible with funds made available under this Agreement.

G. Amendments

The County or Sub-recipient may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, and is executed in writing, signed by a duly authorized representative of each organization, and approved by the

County's governing body. Such amendment shall not invalidate this Agreement, nor relieve or release the County or Sub-recipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modification will be incorporated only by written amendment signed by both County and Sub-recipient.

This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by the Sub-recipient, not specifically authorized by this Agreement will be allowed by the County. Automatic renewals will not apply to this contract.

H. Suspension or Termination

In accordance with 24 CFR §85.43, the County may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include but are not limited to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the County reports that are incorrect or incomplete in any material respect.

Utah County and/or the program administrator will issue a written notice of default providing a ten (10) day period in which Sub-recipient will have an opportunity to cure. Time allowed for cure will not diminish nor eliminate Sub-recipient's liability for damages. If the default remains after Sub-recipient has been provided the opportunity to cure, the County and/or the program administrator may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related agreements or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the Agreement; 4. Suspend Sub-recipient from receiving future solicitations.

In accordance with 24 CFR §85.44, this Agreement may also be terminated for convenience by either the County or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not

accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR §84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” A-21, “Cost Principles for Educational Institutions,” or OMB Circular A-87, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as applicable.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR §570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to determine the eligibility of project beneficiaries including approved methods of income verification and residency at the time service
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- g. Financial records as required by 24 CFR §570.502, and 24 CFR §84.21–28; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Record Retention and Availability

The Sub-recipient shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Sub-recipient pursuant to this Agreement. These records shall be retained by the Sub-recipient for at least four (4) years after the Agreement terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Sub-recipient agrees to allow Utah County, Mountainland Association of Governments, and Federal auditors and staff, access to all the records related to this Agreement for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not be limited to: client name, address, income level, residency, and/or other basis for determining eligibility, and description of service provided. Such information shall be made available to HUD, the Grantee, and/or CDBG program administrator monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient acknowledges that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-recipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable) to the County, and

determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient's records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, (HUD,) grant program administrator, (MAG,) and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Sub-recipient audits and OMB Circular A-133.

In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend \$500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of federal funds received shall be based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the federal assistance threshold are exempt from the Single Audit requirement. All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, Mountainland Association of Governments, any pass-thru entity and/or the General Accounting Office. Likewise, recipients may be asked to confirm in writing that their expenditure of federal funds did not exceed the designated threshold in the appropriate fiscal year. The Sub-recipient's most recent audit shall be completed and submitted to the County and/or program administrator in a timely manner upon completion of the CDBG project.

A. Reporting and Payment Procedures

The Sub-recipient shall report at least quarterly all expenses incurred and associated project activities carried out with CDBG and non-CDBG funds. The Sub-recipient shall follow the reimbursement request process as set forth by the County and CDBG program administrator. Reimbursements are subject to the following but not limited to: eligibility of expenses, proper reporting and expense documentation, availability of funds, and authorization by the County and CDBG program administrator.

a. Payment Withholding

The Sub-recipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the County or program administrator, Sub-recipient record keeping practices and/or reporting to the County or program administrator are not conducted in a timely and satisfactory manner, the County or program administrator may withhold part or all of the payments under this Agreement until such time as in the opinion of the County and/or program administrator such deficiencies have been remedied. In the event of payment(s) being withheld, the County or program administrator agrees to notify the Sub-recipient in writing immediately upon denial of payment of the reasons for the denial and of the actions that the Sub-recipient will need to take to bring about the release of withheld payments.

In addition to the possible denial of payment noted above, the Sub-recipient agrees that, upon execution of this Agreement, the County will retain the final 10 percent of the total amount specified herein until the program administrator and/or County have conducted a monitoring interview. This interview will be to document appropriate expenditure of the 90 percent of the contract funds received.

If any areas of non-compliance with CDBG regulations requiring correction on the part of the contractor are noted, the County and/or program administrator reserve the right to refuse the request for final fund draw-down until satisfactory evidence of compliance has been submitted.

b. Ineligible Expenses

Sub-recipient expenditures under this Agreement determined to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement, because they are not eligible under CDBG regulations, or that are inadequately documented, and for which payment has been made to the Sub-recipient will be immediately refunded to the County by the Sub-recipient. The Sub-recipient further agrees that the County shall have the right to withhold any or all subsequent payments under this or other Agreements to the Sub-recipient until the recoupment of overpayments or ineligible payments is made.

c. Non-Appropriation of Funds

The Sub-recipient acknowledges that neither Utah County nor Mountainland Association of Governments can contract for the payment of funds not yet appropriated by the U.S. Department of Housing and

Urban Development. If funding to Utah County is reduced due by Congressional order, or if federal funding is not provided, the County may terminate this Agreement or proportionately reduce the services and purchase obligations and the amount due from the County upon 30 days written notice. In the case that funds are not appropriated or are reduced, the County will reimburse the Sub-recipient for products delivered or services performed through the date of cancellation or reduction, and neither Utah County nor Mountainland Association of Governments will be liable for any future commitments, penalties, or liquidated damages.

d. Unused Funds

Any funds authorized by the Utah County CDBG Program that are not used in the completion of the Scope of Work- Attachment A are not eligible for reimbursement.

e. Public Information

Except as identified in writing and expressly approved by Utah County and Mountainland Association of Governments, the Sub-recipient agrees that the Agreement and related Sales Orders, Invoices, and other expense documentation will be public documents, and may be available for distribution. The Sub-recipient gives the County and Mountainland Association of Governments express permission to make copies of the Agreement, the response to the solicitation, and related Sales Orders, Invoices, and other expense documentation in accordance with the State of Utah Government Records Access and Management Act.

1. Program Income

The Sub-recipient shall report at least quarterly all program income (as defined at 24 CFR §570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR §570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of

administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit no less than one Progress Report to the County and/or program administrator in the form, content, and frequency as required by the County.

Utah County and the program administrator will closely monitor the Sub-recipient's progress according to milestones outlined in Attachments A and B, and in accordance with the Agreement deadline. If the Sub-recipient fails to meet these milestones, Utah County and/or the program administrator may invoke the right to terminate the Agreement on the basis that it cannot be completed within the Agreement time limits. Utah County and/or the program administrator must give the Sub-recipient a 45-day notice of termination, and if the Sub-recipient can meet the deadlines then the termination will be canceled and the project may proceed. The Sub-recipient may appeal termination notices. Appeals must be made in writing within 10 days following the receipt of the notice of termination. The Utah County CDBG Area Review Committee will arbitrate in appeals cases. The Sub-recipient does not need to be in attendance at the appeals meeting, and decisions can be made based on telephone communication, faxes, and E-Mail. Non-construction projects may be extended on a case-by-case basis by the County and/or program administrator based on need, the application of written criteria, and approval or consent from the Utah County CDBG Area Review Committee.

B. Procurement

1. Compliance

The Sub-recipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income,

property, equipment, etc.) shall revert to the County upon termination of this Agreement.

The Sub-recipient understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Utah County or Mountainland Association of Governments is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the County or Mountainland Association of Governments, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR §84.40–48.

3. Travel

The Sub-recipient shall obtain written approval from the County and/or program administrator for any travel outside Utah County, Utah for which they will request to be reimbursed.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR §570.502, §570.503, and §570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR §570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program

income to the County. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement and is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); (b) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and (c) the requirements in 24 CFR §570.606(d) governing optional relocation policies.

The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

The Sub-recipient certifies that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. The Sub-recipient further certifies that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by the Board of County Commissioners, Utah County, Utah on April 9, 1996.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to abide by the provisions of the following:

- (1) Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 as amended (42 USC 2000e) which prohibits discrimination against any employee, applicant for employment, or applicant or recipient of services, on the basis of race, religion, color, or national origin
- (2) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
- (3) Architectural Barriers Act of 1968 as amended (42 USC 4151)
- (4) Section 504 of the Rehabilitation Act of 1973 as amended (28 USC 792, 794) which prohibits discrimination against the individuals with disabilities or handicaps in any Federally-assisted program
- (5) Americans with Disabilities Act of 1991 which prohibits discrimination on the basis of disabilities
- (6) Age Discrimination Act of 1975 (45 CFR 90) which prohibits discrimination on the basis of age
- (7) Executive Order 11063
- (8) Executive Order 11246 (41 CFR 60-1.4(b)) as amended by Executive Orders 11375, 11478, 12107 and 12086
- (9) Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

The Sub-recipient further certifies that it will affirmatively further fair housing.

2. Excessive Force

The Sub-recipient certifies that it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.)

3. Drug-Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988, 42 USC §701, the Sub-recipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 24 CFR part 24, subpart F.

4. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR §570.601 and §570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be

erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to carrying out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(3) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies

invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230)

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipient or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the County, Mountainland Association of Governments, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that they are Equal Opportunity or Affirmative Action employers.

6. Subcontract Provisions

The Sub-recipient will include all the provisions of Section X of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to abide by provisions of:

(1) the Davis-Bacon Act as amended and shall compile evidence certifying that all laborers and mechanics employed by Sub-recipient or subcontractors on construction work assisted under this agreement are paid wages at rates not less than those prevailing on similar construction in the locality as determined by the U.S. Department of Labor,

(2) the Copeland "Anti-Kickback Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5 requiring weekly payment of employees and weekly submission of payroll records by the Sub-recipient to the contracting agency,

(3) the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 *et seq.*) requiring that workers received "overtime" compensation at a rate of 1 ½ times their regular hourly wage after having worked more than 40 hours in one week; and

(4) all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available in a timely manner to the County, program administrator, or U.S. Department of Housing and Urban Development for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Sub-recipients and their sub-contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipients of their obligation, if any, to require payment of the higher wage. The Sub-recipients shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the County, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that in the following circumstances, opportunities are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, and that where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs: opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

The Sub-recipient certifies and agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135, if the minimum thresholds for Section 3 covered housing and community development assistance are met.

b. Subcontracts

The Sub-recipient will include the aforementioned "Section 3" Clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has affirmed its ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall neither assign nor transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Debarment

The Sub-recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Sub-recipient cannot certify this statement, attach a written explanation for review by Utah County and/or the program administrator. The Sub-recipient must notify the County and program administrator within 30 days if debarred by any governmental entity during the Agreement period.

3. Warranty

The Sub-recipient warrants that (a) all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards; and (b) all goods or products furnished

pursuant to this Agreement shall be free from defects and shall conform to contract requirements. For any item that the County and/or program administrator determine do not conform with the warranty, the County or program administrator may arrange to have the item repaired or replaced, or services redone as needed, either by the Sub-recipient or by a third party at the County's or program administrator's option, at the Sub-recipient's expense.

4. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County and/or program administrator prior to the execution of such agreement.

Subcontract arrangements must be executed in writing and obtain written consent in advance by Utah County and/or the program administrator. The Sub-recipient is responsible for managing the operations of any subcontracted activities. The Sub-recipient must monitor subcontracted activities to ensure compliance with the provisions of the subcontract agreement, with this Agreement, and with applicable Federal, State, and local requirements and performance objectives.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. These reports will be maintained to the satisfaction of and made available to the County, program administrator, or U.S. Department of Housing and Urban Development in a timely manner upon request.

c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements or upon another basis as approved by the County and/or program administrator and properly documented. Executed copies of all

subcontracts shall be forwarded to the program administrator along with documentation concerning the selection process.

5. Hatch Act

The Sub-recipients agree that no funds provided nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

6. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR §84.42 and §570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of a Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter unless approved by a majority of the Utah County CDBG Area Review Committee in such rare cases as might be necessary. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Sub-recipient, or any designated public agency.

7. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:
- d. Lobbying Certification

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

8. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j) such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development implementing the Housing and Community Development Amendments of 1981.

No project or any activities associated therewith can be initiated prior to the Environmental Release of Funds including but not limited to: bidding, acquisition, site clearance, demolition, or any other activity that could be construed as "choice limiting." If expenses are incurred for a project prior to the Environmental Release of Funds they will not be reimbursed and it is considered grounds for termination of the Agreement.

Payment of this Agreement is conditioned upon the Sub-recipient's:

- Submission of an appropriate environmental review that demonstrates the required compliance with the National Environmental Policy Act (NEPA) prior to any obligation or commitment of funds.
- Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Budget, Attachment B and application.
- Submission of satisfactory evidence to the County and program administrator that a contract has been signed to perform the work required.
- Verification that the project is in compliance with the most recent version of the Utah County CDBG Consolidated Plan.

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Plans for culinary water projects and/or waste water treatment plants shall be sent to the Utah, Department of Environmental Quality (DEQ). Approval or concurrence from the DEQ is required prior to completing the Environmental Review as part of the National Environmental Policy Act.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under the age of seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the Utah State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. CONFLICT OF TERMS

All Terms and Conditions that apply must be in writing and attached to this Agreement, and no other Terms and Conditions will apply to this Agreement.

XV. FORCE MAJURE

Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The County and/or program administrator may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

XVI. AGREEMENT JURISDICTION, CHOICE OF LAW, AND VENUE

The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Utah County, Utah, in the Fourth Judicial District Court for Utah County or other venue as agreed upon in writing by the parties involved.

XVII. WAIVER

The County's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County, program administrator, U.S. Department of Housing and Urban Development, or Department of Labor to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between or among the County, program administrator, and Sub-recipient with respect to this Agreement.

ATTACHMENTS:

A- Scope of Work, Project Timeline, and Staffing Plan

B- Budget

C- U.S. Department of Labor Wage Decision (if applicable)

D- _____

E- _____

F- _____

G- _____

H- _____

Date: _____

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date written above.

By: _____ and By: _____
COMMISSIONER, BOARD OF COMMISSIONERS, SUB-RECIPIENT PROJECT MANAGER
UTAH COUNTY, UTAH

Attest: _____
UTAH COUNTY DEPUTY CLERK

By: _____
SUB-RECIPIENT FINANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SUB-RECIPIENT Fed. I. D. # 87-6000284

UTAH COUNTY DEPUTY ATTORNEY

CONTRACT COMPLIANCE SUPERVISOR

Appendix A – Scope of Work, Project Timeline, Staffing Plan

Scope of Work:

Spanish Fork City will be replacing sewer mains, water mains, water laterals, water meters, water valves and fire hydrants along 100 North between 100 East and 300 East. Spanish Fork will also be replacing water mains, water laterals, water meters, water valves and fire hydrants along 200 North between 100 East and 200 East for a total of 3 blocks. We will also be adding additional fire hydrants and water valve to this area for better fire protection.

Staffing Plan:

Project Engineer and Contact Person: Lua Saluone

Project Manager/Inspector: Shawn Jorgensen

Contractor TBD

Appendix B – Budget

SPANISH FORK CITY
100 North & 200 North Sewer and Waterline 2015 (CDBG)
January 8, 2014
Engineers Estimate

Item No	DESCRIPTION	QTY	UNIT	UNIT PRICE (MATERIAL & LABOR)	TOTAL
1	Mobilization	1	LS	\$65,000.00	\$65,000.00
2	8" C-900 Waterline	1750	LF	\$90.00	\$157,500.00
3	8" Water Valve	8	EA	\$3,500.00	\$28,000.00
4	Fire Hydrant Assembly	1	EA	\$6,500.00	\$6,500.00
5	Removal, Dispose, and Abandon Fire Hydrant	1	EA	\$1,800.00	\$1,800.00
6	1" Water Service	26	EA	\$3,800.00	\$98,800.00
7	1-1/2" Water Service	1	EA	\$4,400.00	\$4,400.00
8	8" Sanitary Sewer Main	500	LF	\$125.00	\$62,500.00
9	48" Sanitary Sewer Manhole	2	EA	\$6,500.00	\$13,000.00
10	Sanitary Sewer Service	7	EA	\$4,500.00	\$31,500.00
Total					\$469,000.00
15% Contingency					\$70,350.00
GRAND TOTAL:				\$539,350.00	

GL# Undetermined
Budget Undetermined

**Appendix C – US Department of Labor
Wage Decision Cover**

General Decision Number: UT140030 01/03/2014 UT30

Superseded General Decision Number: UT20130030

State: Utah

Construction Type: Heavy

County: Utah County in Utah.

Including Water and Sewer line and Natural Gas Pipeline Construction

Modification Number 0 Publication Date 01/03/2014

ENGI0003-021 07/01/2013

	Rates	Fringes
OPERATOR: Power Equipment		
(2a)Blade/Grader.....	\$ 25.89	15.65
(3) Front End Loader (Over 5 cu. yds.).....	\$ 25.37	15.65
(4) Asphalt Paver, Front End Loader (2 to 5 cu. yds.), Oil Distributor, Scraper.....	\$ 24.37	15.65
(5) Asphalt Roller, Bobcat/Skid loader, Front End Loader (Under 2 cu. yds.).....	\$ 23.37	15.65
(6) Screed.....	\$ 22.41	15.65
(7) Roller(Dirt and Grade Compaction).....	\$ 21.50	15.65

ENGI0003-057 07/01/2013

Natural Gas Pipeline Construction Only

	Rates	Fringes
OPERATOR: Power Equipment		
Backhoe/Excavator/Trackhoe, Boom, Bulldozer, Front End Loader(3 yds. and over) Mechanic.....	\$ 35.68	17.57
Front End Loader (Under 3 Yds.).....	\$ 29.69	15.09
Oiler.....	\$ 22.03	11.88

ENGI0003-066 07/01/2013

Excluding Natural Gas Pipeline Construction

	Rates	Fringes
OPERATOR: Power Equipment		
(1) Mechanic.....	\$ 27.55	15.65

(3) Backhoe/Excavator.....	\$ 25.37	15.65
(4) Bulldozer.....	\$ 24.37	15.65
(5) Oiler.....	\$ 23.37	15.65

 * IRON0027-002 07/01/2013

	Rates	Fringes
IRONWORKER (Ornamental, Structural).....	\$ 26.18	17.45

 * IRON0847-001 08/01/2013

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.61	11.60

 * LABO0295-022 07/01/2012

Natural Gas Pipeline Construction Only

	Rates	Fringes
LABORER Common or General, Flagger and Pipelayer.....	\$ 20.34	6.35
Formworker.....	\$ 20.60	6.35

 * LABO0295-039 07/01/2012

	Rates	Fringes
LABORER (1) Common or General and Flagger-Excluding Natural Gas Pipeline.....	\$ 20.34	6.35
(3) Mason Tender (Cement/Concrete), Hand Held Saw, Jackhammer, Power Saw.....	\$ 20.60	6.35
(5) Hand Held Drill.....	\$ 21.40	6.35

 TEAM0222-001 07/01/2013

NATURAL GAS PIPELINE CONSTRUCTION ONLY

	Rates	Fringes
TRUCK DRIVER Group 1: Articulated End Dump, Low Boy, Rollagon or Similar type Equipment, Truck Mechanic.....	\$ 30.62	10.78
Group 2: A-Frame, Challenger (For transportation purposes), Forklift, Fuel Truck, Gin Pole, Rubber-Tired Tractor, Tandem Float (4		

& 5 Axle), Track Truck/All-Track Dumper Equipment, Vacuum Truck, Winch Truck.....	\$ 30.09	10.78
Group 3:		
Ambulance , Bus, Dump Truck (2 and 3 axle), Flatbed Truck (2 and 3 axle), Grease Truck, Hot Pass Truck (3 axle), Jeep, Pick-up, Single Axle Float (3 axle), Skid Truck (2 and 3 axle), Station Wagon, Stringer Bead & Hot Pass (2 axle), Swamp Buggy/ Marsh Buggy, or similar type equipment, Team Driver, Water Truck (2 and 3 axle).	\$ 29.77	10.78

Premium Pay:

Add \$2.25 to the above Rate for the following classifications

- Group 1: Low Boy and Truck Mechanic
- Group 2: Stringer Truck

TEAM0222-021 07/01/2013

EXCLUDING NATURAL GAS PIPELINE CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER (Articulated).....	\$ 22.18	11.33
TRUCK DRIVER (Concrete Pumping).....	\$ 19.84	11.33
TRUCK DRIVER (Dump Truck, Bottom-end or side)		
Less than 8 cu. yds.....	\$ 19.61	11.33
8 cu. yds. to less than 14 cu. yds.....	\$ 19.76	11.33
14 cu. yds. to less than 35 cu. yds.....	\$ 19.91	11.33
35 cu. yds. to less than 55 cu. yds.....	\$ 20.11	11.33
55 cu. yds. to less than 75 cu. yds.....	\$ 20.31	11.33
75 cu. yds. to less than 95 cu. yds.....	\$ 20.51	11.33
95 cu. yds. to less than 105 cu. yds.....	\$ 20.71	11.33
105 cu. yds. to less than 130 cu. yds.....	\$ 20.83	11.33
TRUCK DRIVER (Flat Rack, Bulk Cement, Semi-Trailers, Mud/Banding and Paint)		
Less than 10 tons.....	\$ 19.51	11.33
10 tons to less than 15 tons.....	\$ 19.66	11.33

15 tons to less than 20		
tons.....	\$ 19.76	11.33
20 tons and over.....	\$ 19.91	11.33
Pickup Truck.....	\$ 19.44	11.33
TRUCK DRIVER (Lowboy).....	\$ 22.68	11.33
TRUCK DRIVER (Oil Spreader).....	\$ 20.31	11.33
TRUCK DRIVER (Tiremen and Greaser).....	\$ 20.01	11.33
TRUCK DRIVER (Transit Mix)		
0 cu. yds. to 8 cu. yds.....	\$ 19.84	11.33
Over 8 cu. yds. to 14 cu. yds.....	\$ 19.94	11.33
TRUCK DRIVER (Water, Fuel & Oil Tank)		
less than 1,200 gal.....	\$ 19.49	11.33
1,200 gal. to less than		
2,500 gal.....	\$ 19.61	11.33
2,500 gal. to less than		
4,000 gal.....	\$ 19.76	11.33
4,000 gal. to less than		
6,000 gal.....	\$ 20.06	11.33
6,000 gal. to less than		
10,000 gal.....	\$ 20.31	11.33
10,000 gal. to less than		
15,000 gal.....	\$ 20.56	11.33
15,000 gal. to less than		
20,000 gal.....	\$ 20.81	11.33
20,000 gal. to less than		
25,000 gal.....	\$ 21.16	11.33
25,000 gal. and over.....	\$ 21.31	11.33

 SUUT2008-042 08/19/2008

	Rates	Fringes
CARPENTER, Includes Form Work (Excludes Natural Gas Pipeline Construction Form Work).....	\$ 12.21	0.45
CEMENT MASON/CONCRETE FINISHER....	\$ 16.42	2.85
ELECTRICIAN.....	\$ 23.74	7.64
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer (Excluding Natural Gas Pipeline Construction).....	\$ 14.02	0.00
OPERATOR: Crane.....	\$ 28.97	9.40
OPERATOR: Trackhoe (Excluding Natural Gas Pipeline and Water/Sewer Line Construction).....	\$ 19.98	0.00
WATER & SEWER LINES: Operator - Backhoe/Trackhoe.....	\$ 17.41	5.28

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued

as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



Mountainland Association of Governments
586 East 800 North
Spanish Fork, UT 84660

Re: Spanish Fork City - CDBG Grants

September 29, 2014

This will certify that Spanish Fork City is a member in good standing of the Utah Risk Management Mutual Association and, as such, is protected by the provisions of the Association's Joint Protection Program.

Name of insurance company: Utah Risk Management Mutual Association
502 East 770 North
Orem, UT 84097
(801) 225-6692

Policy Effective Dates: July 1, 2014 through June 30, 2015

Certificate Holder: Mountainlands Association of Governments

Coverage Limits: \$6 million per occurrence, no aggregate

Additional insureds: URMMA's Interlocal Agreement does not allow any other entity to be named as an additional insured.

Further inquiries should be directed to this office.

Kathy Kenison
Administrative Services Manager

cc: Shawn Beecher
Seth Perrins



DECLARATION OF COVERAGE FOR FISCAL YEAR 2014-15

Member Entity: Spanish Fork City Corporation **Member Representative:** Dave Oyler
Address: 40 South Main **Telephone:** (801) 798-5000
Spanish Fork, Utah 84660 **Fax:** (801) 798-5005

2014-15 Fiscal Year Coverage:

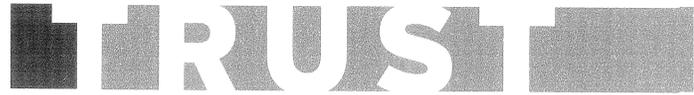
- A. Type: THIRD PARTY LIABILITY - CLAIMS MADE**
Limits: See 2014-15 Joint Protection Program
Deductible: \$5,000
Policy #: 530-007
Availability: October 1, 1985
Comments: 2013-14 Joint Protection Program contains all details
- B. Type: PROPERTY - MASTER POLICY**
Limits: Per individual Member policy
Deductible: Per individual Member policy
Policy #: 020413121 through Fred A. Moreton & Co.
Availability: July 1, 1990
Comments: Member may selected a variety of coverage provided under the Master Policy through Fred A. Moreton & Co.
- C. Type: AUTO PHYSICAL DAMAGE FOR VEHICLES UNDER \$50,000**
Deductible: \$1,000
Policy #: 530-007
Comments: Scheduled autos comp & collision
- D. Type: SPECIAL EVENTS LIABILITY - MASTER POLICY**
Limits: \$2,000,000 URMMA/Member named as insured
Deductible: Per each policy
Policy #: 35848224 through Fred A. Moreton & Co.
Availability: July 1, 1995
Comments: Member must contact Fred A. Moreton & Co. regarding coverage available. Fred A. Moreton & Co. will deal directly with the organization and/or individual. No additional involvement is required by Member. A certificate of coverage will be provided to the Member by Fred A. Moreton & Co.
- E. Type: OFF-DUTY VEHICLE LIABILITY - MASTER POLICY**
Limits: Per individual member
Deductible: Per individual member
Policy #: 74969965 through Fred A. Moreton & Co.
Availability: July 1, 1988
Comments: Member must contact Fred A. Moreton & Co. regarding coverage available and costs. A certificate of coverage will be provided to the member from Fred A. Moreton & Co.

**THE VARIOUS COVERAGES OUTLINED IN A, B, C, AND D ARE THE
COMPLETE COVERAGES OFFERED BY URMMA TO ITS MEMBERS**

UTAH LOCAL GOVERNMENTS TRUST

55 South Highway 89, North Salt Lake, UT 84054

o 801.936.6400 t 800.748.4440 f 801.936.0300 www.utahtrust.gov



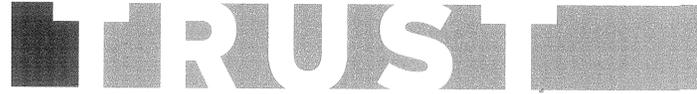
Spanish Fork City
P. O. Box 358
Spanish Fork UT 84660

Workers Compensation 2014

Jan 1, 2014 to Jan 1 2015

UTAH LOCAL GOVERNMENTS TRUST

55 South Highway 89, North Salt Lake, UT 84054
o 801.936.6400 t 800.748.4440 f 801.936.0300 www.utahtrust.gov



1

Spanish Fork City P. O. Box 358 Spanish Fork, UT 84660	Certificate Number: SI-903 Member Number: 15610 Policy Number: 15610-WC-2014
---	---

Legal Status: Corporation Governmental Entity

2 The coverage period is from 1/1/14 to 1/1/15 12:01 A.M.

3 Part A. Workers Compensation Coverage: Utah Workers Compensation Law applies

Part B. Employers Liability Coverage: Coverage B of the certificate applies to work in each state listed in item 3A.

The limits of liability under coverage B are:

Bodily Injury by accident (each accident)	\$1,000,000
Bodily Injury by disease (policy limit)	\$1,000,000
Bodily Injury by disease (each employee)	\$1,000,000

Part C. Other states coverage: None

Part D. Schedules Included:

Premium schedule and billing schedule

4 Fees for this coverage will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All following information is subject to verification and change by audit.

UTAH LOCAL GOVERNMENTS TRUST

55 South Highway 89, North Salt Lake, UT 84054
o 801.936.6400 t 800.748.4440 f 801.936.0300 www.utahtrust.gov



Member: Spanish Fork City

Policy Number: 15610-WC-2014

Policy Period: 01/01/14 to 01/01/15 12:01 A.M.

Payment Options

Option 1

Pay the premium in full. (Premium is always due in one installment if annual premium is less than \$1,000.) Actual payroll will then be collected at the end of the policy period to determine any additional premium due, or premium returned to your organization.

Option 2

Pay the premium in monthly installments. (Only applies if annual premium is more than \$1,000. See the schedule below.) Actual payroll will then be collected at the end of the policy period to determine any additional premium due, or premium returned to your organization.

Due Date	Premium Due
1/1/14	\$11,410.61
2/1/14	\$11,410.61
3/1/14	\$11,410.61
4/1/14	\$11,410.61
5/1/14	\$11,410.61
6/1/14	\$11,410.61
7/1/14	\$11,410.61
8/1/14	\$11,410.61
9/1/14	\$11,410.61
10/1/14	\$11,410.61
11/1/14	\$11,410.61
12/1/14	\$11,410.61
Total Estimated Premium	\$136,927.35



SPANISH FORK-SPRINGVILLE AIRPORT

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

October 3, 2014

Staff Report

To: Honorable Mayors and City Councils

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

Subject: Armstrong Consultants Task Order 1 (Phase 3 Runway Shift)

Recommended Motion: Authorize the Mayor to execute the attached Task Order 1 with Armstrong Consultants

Background/Discussion: This is an addendum to the Engineering Agreement with Armstrong Consultants who is under contract with the two Cities to perform Engineering Services for the Airport. Please see the attached record of negotiations for more details.

Alternatives: Continue negotiations with Armstrong Consultants on the fee amount.

Fiscal Impact: The \$253,500.00 fee outlined in the attached record of negotiations is eligible for reimbursement from the Federal and State Grants associated with this project. The net effect will be a cost to the two cities of 5% of the above amount which will be covered by funds in the Airport Capital Improvement account.

Cris Child
Airport Manager

**TASK ORDER I
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER,
DATED _____, 2014**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on September 24, 2009 between the **CITIES of SPANISH FORK & SPRINGVILLE, UTAH (Owners)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **WORK PROGRAM - Attached**
Project – Runway 12/30 Shift & Extend (6,500' x 100')
Construction - Phase III
(Paving, Roads, Fencing, Lighting, and Signage)

3. **FEES - The fees will be as noted below. (All lump sums)**

<u>Element 1</u>	
Phase 1 – Repackage Design	\$ 28,000
Phase 2 -- Bidding	\$ 12,000
Phase 3 – Construction Services	\$ 98,000
Attachment – Aeronautical Survey	\$ 115,500

<u>Element 1 Engineering Total</u>	\$ 253,500
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OWNERS:
SPRINGVILLE CITY

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

By _____
Wilford W. Clyde, Mayor

By _____
Dennis Corsi, President

Attest: _____

SPANISH FORK CITY

By _____
Steve Leifson, Mayor

Attest: _____

PHASE 1 - REPACKAGE DESIGN

The repackage design phase will provide well-defined construction requirements for the work items identified. Phase I and Phase II as-constructed information and comments will be implemented into Phase III Construction Documents. Work will also include responding as necessary to requests for additional information from FAA. The final design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to provide a cost-effective project. The repackage will provide Phase III final design drawings, specifications, and detailed construction cost estimates for the project.

Activities include:

1. Coordinate with the Owner, FAA and local users to minimize impacts in day-to-day operations. This will include meeting with the Owner to determine critical dates, the feasibility of the proposed work and establish the timing of site-specific investigations. Various meetings during this phase will also be conducted to review the progress of the design and discuss construction details, proposed timeframe of the construction and special requirements of the project. It is anticipated that there will be one meeting with the Owner and the FAA.
2. Prepare project scope of work and contract. This includes establishing the scope of work through meeting with the Owner and the FAA. This also includes drafting the contract for work to be done by the Engineer for the Owner.
3. Design all improvements in accordance with FAA standards and guidelines.
4. Update the overall construction safety and phasing plan in order to maximize project constructability. The phasing plan will be submitted to the FAA for review and approval.
5. As part of the previous phase a Categorical Exclusion was completed.
6. Prepare construction plans. Construction plans will be prepared depicting the required work for Phase III.
7. Update contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared as early as possible during the design phase and submitted to the FAA, State, and Owner for review. Davis Bacon wage rates will be included in the project specifications.
8. Prepare technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.
9. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
10. Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the

construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.

11. Coordinate schedules for construction. This task involves dividing the construction work into schedules to assure minimum disruption of the airport aircraft operations. This item will also identify continuous working times or other unusual conditions that could affect the Contractor's normal progress of the work.
12. Solicit final Owner and FAA review and approval for Phase III.
13. Provide the FAA and Sponsor one set of contract documents and half size plans (11"x17") for Phase III.
14. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Owner. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA, UDOT and Owner's review.
15. Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be completed prior to the design phase. Preparation of the application will include the following:
 - a. Prepare Federal Form 424.
 - b. Prepare Project Sketch to be included in FAA Grant Application.
 - c. Prepare Program Narrative, discussing the purpose and need of the work and the method of accomplishment.
 - d. Prepare Preliminary Estimate.
 - e. Prepare the Sponsor's Certifications. This is to be included with the FAA Grant Application.
 - f. Attach the current Grant Assurances.

The Engineer will submit the application to the Owner for approval and signatures.

PHASE 2 – BIDDING

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Construction schedules will be coordinated to attempt synchronizing good construction weather, least interference with airport operations, and appropriate timing relative to FAA and UDOT funding schedules. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids.

1. Assist the Owner with advertising and interpretation of Phase III project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Owner and FAA will be given a hard copy set of the Phase III Plans and Specifications.
2. Provide technical assistance and recommendations to the Airport during construction bidding of Phase III.
3. Assist with pre-bid conference which will be conducted at the Spanish Fork-Springville Airport and bid opening which will be conducted at Spanish Fork City Hall at the date and time agreed by the Owner. Issue addenda, prepare an abstract of bids, and make recommendations for award.
4. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

PHASE 3 – CONSTRUCTION SERVICES

During the construction phase of the project, the designer will assist the Airport to monitor and document progress for quality and cost control. Review contractor payment requests, quality control and acceptance testing, provide necessary survey control information, continually inform the Owner of project progress and problems, complete the quality assurance (QA) test summary, conduct the final project inspection and complete the final project report.

Activities include:

1. Prepare construction contract agreement, review bonds, insurance certificates, construction schedules, etc.
2. Review and accept the Contractor's Safety Plan Compliance Document prior to issuing the Notice to Proceed.
3. Submit a Construction Management Plan to the FAA prior to paving operations taking place. Armstrong will obtain all required information from the contractor and produce the CMP to be submitted to the FAA for acceptance.
4. Conduct pre-construction conference.
5. Provide base map depicting survey control points and proposed improvements located relative to established survey control.
6. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
7. Provide technical assistance and recommendations to the airport during construction.
8. Provide a full-time resident inspector to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc.
9. Prepare change orders and supplemental agreements, if required. All coordination of change orders will be provided by the Engineer.
10. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor.
11. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and project inspector. Armstrong will prepare FAA payment documents for the Owner. The Owner will be required to complete the payment reimbursement through the FAA e-invoicing system.
12. Prepare and submit the project QA test summary. The QA test summary will be required to be submitted to the FAA prior to scheduling a final inspection.

13. Conduct final project inspection with the Owner, FAA and UDOT Aeronautics and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action.
14. Update pavement strength survey to include the current project.
15. Prepare record drawings and a final project report. The final report will follow the current FAA Northwest Mountain Region AIP Final Report guidance. The FAA and Sponsor will each receive one copy of the record drawings in half size (11"x17") format as well as one in electronic format on a CD.
16. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425
17. Update ALP drawing sheets.



SPANISH FORK-SPRINGVILLE AIRPORT

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

October 3, 2014

RECORD OF NEGOTIATION

Runway 12/30 Shift & Extend (6,500' x 100') Construction - Phase III (Paving, Roads, Fencing, Lighting, and Signage)

Location: Spanish Fork-Springville: Woodhouse Field
Spanish Fork, Utah

AIP Grant: 3-49-0034-022-2014

1. The consulting firm of Armstrong Consultants, Inc. was selected on September 24, 2009 from those consultants who submitted their qualifications for this project.
2. The scope of work and fee proposal was developed by Armstrong Consultants, Inc. on July 25, 2014. The Consultant's fee proposal for the work was as follows:

Phase 1 – Repackage Design	\$ 28,000
Phase 2 -- Bidding	\$ 12,000
Phase 3 – Construction Services	\$ 98,000
Aeronautical Survey	\$ 115,500
Engineering Total	\$ 253,500

3. An independent fee estimate was completed by Independent Kost Estimates on September 25, 2014. The independent fee estimate is \$238,840.
4. The fee proposal submitted by Armstrong Consultants, Inc. is within ten percent (10%) of the independent fee estimate and is therefore considered reasonable by the Sponsor. The scope of work, contract and Sponsor's independent fee estimate are attached to this record of negotiation and hereby submitted to the ADO for reasonableness of cost determination.
5. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14D have been followed.

Respectfully,

Cris Child
Airport Manager



Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant: Airport Board	Request: Recommend Approval of Armstrong Task Order.	Date of Meeting: 10-2-2014
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Motion by: Clair Anderson	Second by: Brian Park		
RECOMMENDATION	APPROVE	DISAPPROVE	OTHER:
CONDITIONS OF APPROVAL: None			

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<i>Jan F. Olsen</i>	<input checked="" type="checkbox"/>		
<i>[Signature]</i>	<input checked="" type="checkbox"/>		
<i>Bug Ford</i>	<input checked="" type="checkbox"/>		
<i>Brian Park</i>	<input checked="" type="checkbox"/>		
<i>[Signature]</i>	<input checked="" type="checkbox"/>		

Bug Ford
Chair

10-2-2014
Date



TO: Spanish Fork City Mayor and Council

FROM: Dave Anderson, Community and Economic Development Director

DATE: October 7, 2014

RE: Proposed Agreements and Contract for Building Inspection Services

Accompanying this memorandum are proposed Master Services Agreements for Forsgren Associates, Inc. and Sunrise Engineering, Inc. The agreements allow for these companies to provide building inspection services to the City. Spanish Fork currently has a contract in place with Epic Engineering for the same purpose and we plan to continue to use Epic's building inspection services. We simply want to have other options available should there ever be spikes in demand or conflicts with one or another consultant's schedules.

We are also attaching a contract with Payson City that would allow for us to use one of their inspectors on an as needed basis. The rationale behind wanting this contract approved is the same as the reasoning on the agreements referenced above. We feel that we need to have several options available to provide services as the need arises.

The City Attorney has reviewed the attached documents and approved their form.

attachments: proposed Master Services Agreements
proposed contact with Payson City



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
SUNRISE ENGINEERING, INC.**

This AGREEMENT is made and entered into as of the _____ day of October, 2014 is made and entered into between SPANISH FORK CITY and SUNRISE ENGINEERING, INC., a Utah Corporation (herein called COMPANY). From time to time SPANISH FORK CITY may request that COMPANY 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, COMPANY and SPANISH FORK CITY 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 SPANISH FORK CITY will be authorization for the COMPANY to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. COMPANY'S SERVICES

- A. The COMPANY agrees to provide services to the SPANISH FORK CITY on an as needed basis. The scope of services, period of performance, and basis of COMPANY'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 COMPANY will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional inspectors or consultants on similar projects of equal complexity.
- B. The relationship of the COMPANY to SPANISH FORK CITY is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the COMPANY 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 SPANISH FORK CITY to COMPANY to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. SPANISH FORK CITY and COMPANY 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 COMPANY. Updated hourly rates will be used for all task orders. Additionally, COMPANY 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. 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.
- D. The COMPANY may discontinue work on the PROJECT by issuing SPANISH FORK CITY 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 COMPANY accepts no liability for damages or delays that result from its suspension of work.

4. INSURANCE

- A. The COMPANY 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 COMPANY 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 COMPANY, such as government agencies that have review and permit authority.

- B. SPANISH FORK CITY shall defend, indemnify and hold harmless the COMPANY, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors or omissions of the COMPANY.
- C. SPANISH FORK CITY shall defend, indemnify and hold harmless the COMPANY, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the COMPANY is not retained to perform construction phase services on the PROJECT.
- D. The COMPANY shall indemnify and hold harmless SPANISH FORK CITY, its agents, representatives, consultants and employees for all liability, other than that caused solely by negligent acts, errors, or omissions of SPANISH FORK CITY.
- E. If the negligence or willful misconduct or both of COMPANY and SPANISH FORK CITY (or a person identified above for whom each is liable) is a cause of damage or injury, the loss, cost or expense shall be shared between COMPANY and SPANISH FORK CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.
- F. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the COMPANY and the COMPANY's officers, directors, partners, employees and subconsultants, and any of them, to SPANISH FORK CITY, 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 COMPANY 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.
- G. The COMPANY is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of COMPANY.
- H. The COMPANY, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. SPANISH FORK CITY will defend, indemnify and hold harmless the COMPANY, 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, COMPANY 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. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the COMPANY as "instruments of service" are the property of the COMPANY. SPANISH FORK CITY's use of the documents and other "instruments of service" on any other project is prohibited and the COMPANY accepts no liability for such action.

9. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The COMPANY 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.

10. 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.

11. 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.

12. 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.

13. 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:

COMPANY: Jason Bullock, Building and Safety Group
Manager
Sunrise Engineering
25 East 500 North
Fillmore, Utah 84631

SPANISH FORK CITY: John Little
Chief Building Official
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.

14. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Task Order 1

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. All previous, new and relative Task Orders shall adhere to this agreement.

Approved by SPANISH FORK CITY

DATED this _____ day of October, 2014

SPANISH FORK CITY By:

STEVE LEIFSON, Mayor

ATTEST:

KENT R. CLARK, CITY RECORDER

Approved by COMPANY

DATED this _____ day of October, 2014

SUNRISE ENGINEERING, INC.

By:

Jason Bullock, Building and Safety
Group Manager

**TASK ORDER NO.1
BUILDING INSPECTION SERVICES
TO
SUNRISE ENGINEERING, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS TASK ORDER NO. 1 TO PROFESSIONAL SERVICES AGREEMENT dated _____(this "TASK ORDER") is made and entered into as of the _____ day of October, 2014, by and between SPANISH FORK CITY and SUNRISE ENGINEERING, INC., a Utah Corporation (herein called COMPANY) who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is the provision of building inspection and plan review services.
3. FEES. SPANISH FORK CITY 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") shown below. SPANISH FORK CITY hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to SPANISH FORK CITY and SPANISH FORK CITY further agrees to pay all fees and charges to COMPANY in accordance with the PROFESSIONAL SERVICES AGREEMENT and FEE SCHEDULE.

FEE SCHEDULE

Plans Examiner	Commercial/Residential Plans Examiner	\$60.00 an hour
Code Inspector	Commercial/Residential Inspector	\$50.00 an hour

A \$75 trip fee will be charged for days where less than 6 hours of inspection services are billed for work performed within Spanish Fork City's Municipal Boundary.

4. Any additional work needed shall not proceed without a new approved TASK ORDER.
5. TASK ORDER funded with GL# 1048-3750.

IN WITNESS WHEREOF, SPANISH FORK CITY and COMPANY have executed this TASK ORDER as of the date first above written.

SPANISH FORK CITY:

COMPANY:

CHIEF BUILDING OFFICIAL

By: _____

COMMUNITY DEVELOPMENT DIRECTOR

Its: _____

FINANCE DIRECTOR

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
FORSGREN ASSOCIATES, INC.**

This AGREEMENT is made and entered into as of the _____ day of October, 2014 is made and entered into between SPANISH FORK CITY and FORSGREN ASSOCIATES, INC., a Utah Corporation (herein called COMPANY). From time to time SPANISH FORK CITY may request that COMPANY 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, COMPANY and SPANISH FORK CITY 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 SPANISH FORK CITY will be authorization for the COMPANY to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. COMPANY'S SERVICES

- A. The COMPANY agrees to provide services to the SPANISH FORK CITY on an as needed basis. The scope of services, period of performance, and basis of COMPANY'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 COMPANY will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional inspectors or consultants on similar projects of equal complexity.
- B. The relationship of the COMPANY to SPANISH FORK CITY is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the COMPANY 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 SPANISH FORK CITY to COMPANY to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. SPANISH FORK CITY and COMPANY 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 COMPANY. Updated hourly rates will be used for all task orders. Additionally, COMPANY 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. 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.
- D. The COMPANY may discontinue work on the PROJECT by issuing SPANISH FORK CITY 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 COMPANY accepts no liability for damages or delays that result from its suspension of work.

4. INSURANCE

- A. The COMPANY 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 COMPANY 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 COMPANY, such as government agencies that have review and permit authority.

- B. SPANISH FORK CITY shall defend, indemnify and hold harmless the COMPANY, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors or omissions of the COMPANY.
- C. SPANISH FORK CITY shall defend, indemnify and hold harmless the COMPANY, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the COMPANY is not retained to perform construction phase services on the PROJECT.
- D. The COMPANY shall indemnify and hold harmless SPANISH FORK CITY, its agents, representatives, consultants and employees for all liability, other than that caused solely by negligent acts, errors, or omissions of SPANISH FORK CITY.
- E. If the negligence or willful misconduct or both of COMPANY and SPANISH FORK CITY (or a person identified above for whom each is liable) is a cause of damage or injury, the loss, cost or expense shall be shared between COMPANY and SPANISH FORK CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.
- F. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the COMPANY and the COMPANY's officers, directors, partners, employees and subconsultants, and any of them, to SPANISH FORK CITY, 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 COMPANY 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.
- G. The COMPANY is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of COMPANY.
- H. The COMPANY, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. SPANISH FORK CITY will defend, indemnify and hold harmless the COMPANY, 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, COMPANY 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. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the COMPANY as "instruments of service" are the property of the COMPANY. SPANISH FORK CITY's use of the documents and other "instruments of service" on any other project is prohibited and the COMPANY accepts no liability for such action.

9. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The COMPANY 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.

10. 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.

11. 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.

12. 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.

13. 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:

COMPANY: Bruce Ward, P.E.
Division Manager
Forsgren Associates Inc.
370 East 500 South, Suite 200
Salt Lake City, Utah 84111

SPANISH FORK CITY: John Little
Chief Building Official
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.

14. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Task Order 1

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. All previous, new and relative Task Orders shall adhere to this agreement.

Approved by SPANISH FORK CITY

DATED this _____ day of October, 2014

SPANISH FORK CITY By:

STEVE LEIFSON, Mayor

ATTEST:

KENT R. CLARK, CITY RECORDER

Approved by COMPANY

DATED this _____ day of October, 2014

FORSGREN ASSOCIATES INC.
By:

Bruce Ward, Division Manager

**TASK ORDER NO.1
BUILDING INSPECTION SERVICES
TO
FORSGREN ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS TASK ORDER NO. 1 TO PROFESSIONAL SERVICES AGREEMENT dated _____(this "TASK ORDER") is made and entered into as of the _____ day of October, 2014, by and between SPANISH FORK CITY and Forsgren Associates, Inc., a Utah Corporation (herein called COMPANY) who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is the provision of building inspection and plan review services.
3. FEES. SPANISH FORK CITY 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") shown below. SPANISH FORK CITY hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to SPANISH FORK CITY and SPANISH FORK CITY further agrees to pay all fees and charges to COMPANY in accordance with the PROFESSIONAL SERVICES AGREEMENT and FEE SCHEDULE.

FEE SCHEDULE

Plans Examiner	Commercial/Residential Plans Examiner	\$65.00 an hour
Code Inspector	Commercial/Residential Inspector	\$65.00 an hour
Structural Engineer (if needed)	Structural Engineer	\$115.00 an hour
Clerical (if needed)	Counter Technician/Secretary	\$50.00 an hour

A \$75 trip fee will be charged for days where less than 6 hours of inspection services are billed for work performed within Spanish Fork City's Municipal Boundary.

4. Any additional work needed shall not proceed without a new approved TASK ORDER.
5. TASK ORDER funded with GL# 1048-3750.

IN WITNESS WHEREOF, SPANISH FORK CITY and COMPANY have executed this TASK ORDER as of the date first above written.

SPANISH FORK CITY:

COMPANY:

CHIEF BUILDING OFFICIAL

By: _____

COMMUNITY DEVELOPMENT DIRECTOR

Its: _____

FINANCE DIRECTOR

CONTRACT FOR BUILDING INSPECTION SERVICES

THIS CONTRACT FOR SERVICES (“Contract”) is made and executed the ___ day of September, 2014, by and between **Payson City Corporation** (“Payson”) and **Spanish Fork City** (“Spanish Fork”).

The parties agree as follows:

1. **SERVICES.** Payson agrees to perform the Services and Work Products described in **Exhibit A, Scope of Work.**
2. **FEE and BILLING.** The Fee paid to Payson under this Contract shall be \$50 per hour. The fee shall be based on a one-hour minimum and afterwards time shall be rounded to nearest fifteen- minute increment.
3. **RESPONSIBILITIES.** Payson shall operate as an Independent Contractor and, as such, will not be entitled to participate in any of the programs or be entitled to any of the benefits of Spanish Fork City.
4. **TERM.** The Term of this Contract shall commence on the date specified above and shall continue on a month-to-month basis unless otherwise terminated.
5. **TERMINATION.**

By Either Party. Either party may terminate this Contract by giving the other party thirty (30) days written notice of termination. Notice shall be deemed given upon the date of deposit of the written notice in the United States mail, first class, postage prepaid, and addressed as follows:

If to Inspector:
Payson City Corporation
439 West Utah Avenue
Attn.: Travis Jockumsen
Payson, Utah 84651

If to City
Spanish Fork City
40 South Main Street
Spanish Fork, Utah 84660

If the Contract is terminated, Payson shall be paid for whatever work has been completed up to the date of termination.

6. **AMENDMENTS.** This Contract sets forth the entire agreement of the parties. Any changes, additions or deletions to this Contract shall be in writing and signed by both parties. In no event shall any amendment create additional liability to Spanish Fork or additional compensation to Payson without the prior written agreement of both parties.
7. **HOLD HARMLESS.** Spanish Fork agrees to defend indemnify, and hold harmless, Payson, its officers, agents, and employees from and against all losses and expenses, including costs and attorney’s fees, resulting from any person or damages to property of

others arising out of the acts or omissions of inspector in the performance of the work under this Contract.

8. **PROFESSIONAL PERFORMANCE**. Payson agrees to perform the work under this Contract to the satisfaction of Spanish Fork.

9. **APPLICABLE LAW**. This Contract shall be governed by the laws of the State of Utah.

Executed the day and year first above written.

PAYSON CITY CORPORATION

By: _____

Attest:

Jeanette Wineteer, City Recorder

SPANISH FORK CITY CORPORATION

Steve Leifson

Attest:

, City Recorder

EXHIBIT A

The Payson City Building Inspector agrees to provide inspection services at the rate specified in the body of the contract. Spanish Fork City will coordinate with the inspector to schedule the building inspections and/or any other service needed.

Payson will document the work completed and submit an invoice for payment on a monthly basis.

Prepared by, and after recording

Return to:

Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

Grantor: Spanish Fork City
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company
Legal Description: Official legal description attached as Exhibit 1
Tax Serial No.: 25:022:0026
Cell Site Name & #: Spanish Fork / Fixed Asset #: 10088464
UTL04049
State: UT County: Utah

MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This Memorandum of First Amendment to Option and Lease Agreement is entered into on this ____ day of _____, 20____, by and between Spanish Fork City, a Municipal Corporation of the State of Utah, having a mailing address of 40 South Main Street, Spanish Fork, UT 84660 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Provo Cellular Telephone Company, d/b/a AT&T Wireless Services, a Delaware partnership, by AT&T Wireless Services of Utah, Inc., its general partner, a Nevada corporation, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement dated April 18, 2000, as amended by that certain First Amendment to Option and Lease Agreement dated _____, 20____, (collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease

reflecting the Agreement was recorded on April 27, 2000, as Entry #33022-02000 in the public records of Salt Lake County, State of Utah.

2. The parties have agreed that the Agreement has a new initial term of five (5) years (“**New Initial Term**”), commencing on November 1, 2014, subject to the provisions of the Agreement.
3. The parties have agreed, following the New Initial Term, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the Agreement. The Agreement will be automatically renewed unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.
4. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
5. This Memorandum of First Amendment to Option and Lease Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of First Amendment to Option and Lease Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to Option and Lease Agreement as of the day and year first above written.

LANDLORD:
Spanish Fork City,
a Municipal Corporation of the State of Utah

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: Steve Liefson

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

DRAFT

LANDLORD ACKNOWLEDGEMENT

STATE OF UTAH)
)ss.
COUNTY OF _____)

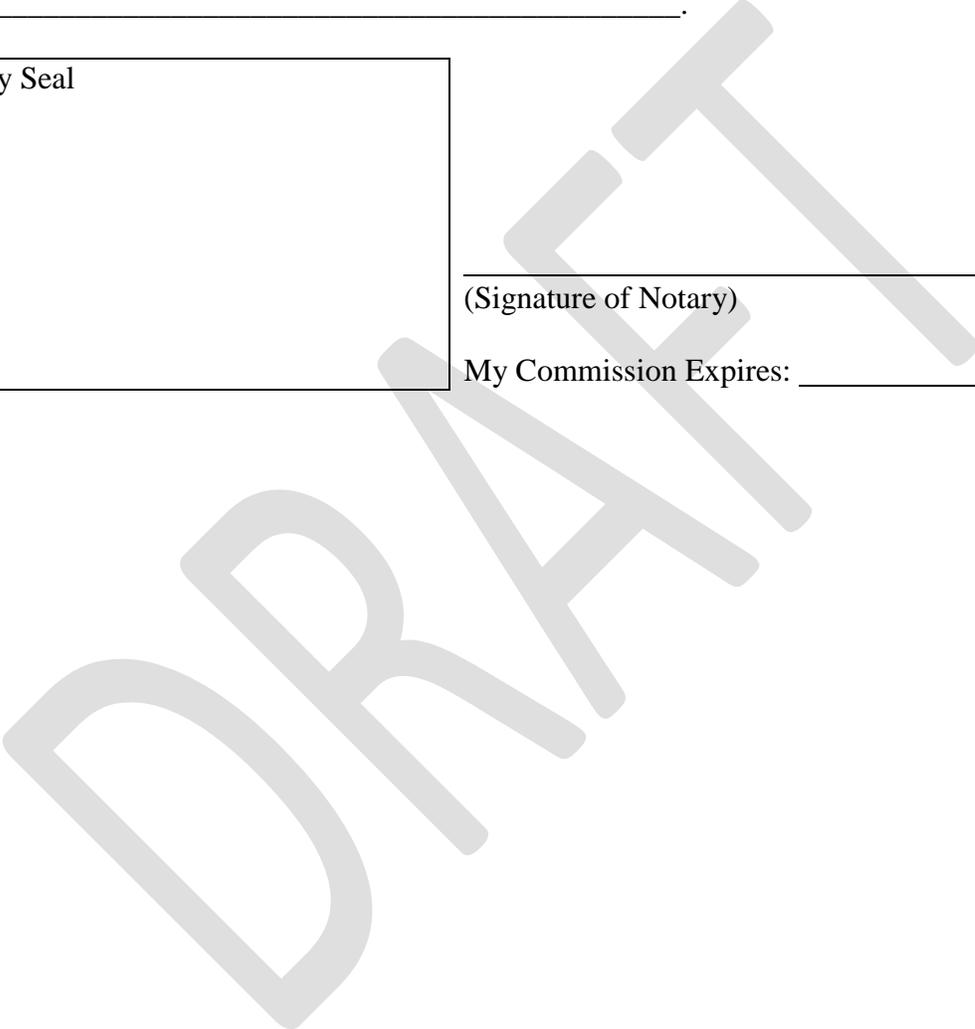
The foregoing instrument was acknowledged before me this ____ day of _____ 201____,
by **Steve Liefson**, the **Mayor of Spanish Fork City, a Municipal Corporation of the State of
Utah**

_____.

Notary Seal

(Signature of Notary)

My Commission Expires: _____



TENANT ACKNOWLEDGEMENT

STATE OF UTAH)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 201____,
by _____, the _____
of _____.

Notary Seal

(Signature of Notary)
My Commission Expires: _____

Prepared by:
Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

Exhibit 1 to Memorandum of First Amendment to Option and Lease Agreement

Legal Description

to the Memorandum of First Amendment to Option and Lease Agreement dated _____, 201__, by and between Spanish Fork City, a Municipal Corporation of the State of Utah, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Street Address: Spanish Fork City, Utah County, State of Utah

APN: 25:022:0026

The Premises are described and/or depicted as follows:

Property Legal Description:

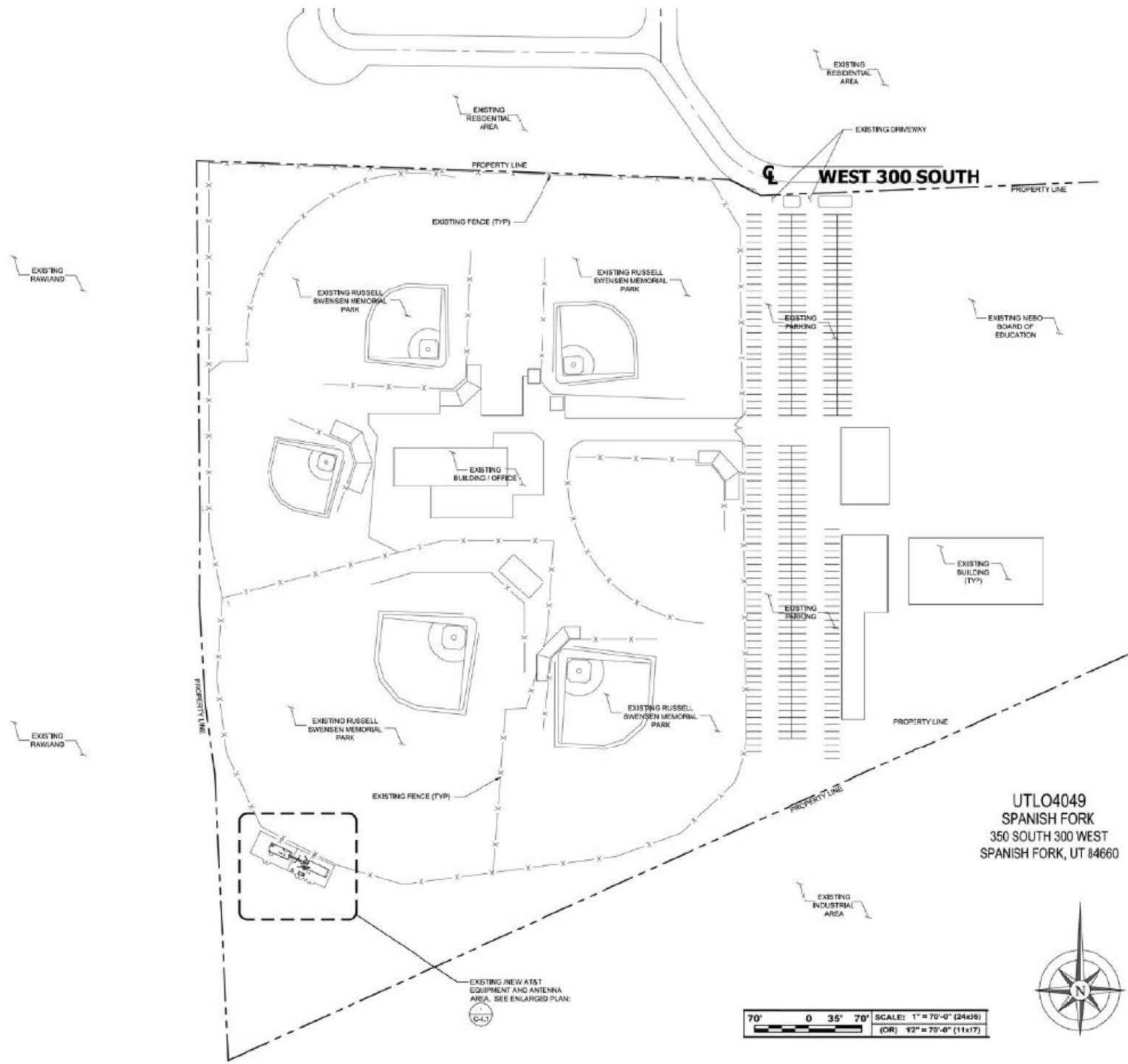
COMMENCING 10.40 CHAINS WEST AND 3.50 CHAINS SOUTH OF NORTHEAST CORNER OF BLOCK 9, PLAT A, SPANISH FORK CITY SURVEY OF BUILDING LOTS; SECTION 24, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 10.86 CHAINS; SOUTH 13.12 CHAINS; NORTH 65 DEGREES 30 MINUTES EAST 11.9345 CHAINS; NORTH 8.17 CHAINS TO BEGINNING.

Premises Sketch or Survey:

Please see attached drawing consisting of one (1) page.

Notes:

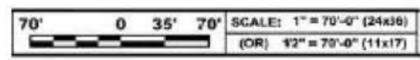
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



UTLO4049
 SPANISH FORK
 350 SOUTH 300 WEST
 SPANISH FORK, UT 84660

EXISTING / NEW AT&T
 EQUIPMENT AND ANTENNA
 AREA. SEE ENLARGED PLAN:

(C-1.1)



Cell Site No.: UTL04049
Cell Site Name: Spanish Fork
Fixed Asset No.: 10088464
Market: CO / UT / WY / MT / S. ID
Address: 350 South 300 West

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("First Amendment") dated as of the later date below is by and between Spanish Fork City, a Municipal Corporation of the State of Utah, having a mailing address at 40 South Main Street, Spanish Fork, UT 84660 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Provo Cellular Telephone Company, d/b/a AT&T Wireless Services, a Delaware partnership, by AT&T Wireless Services of Utah, Inc., its general partner, a Nevada corporation, having a mailing address at 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into an Option and Lease Agreement dated April 18, 2000, (hereinafter, the "Agreement"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located in Spanish Fork City, Utah County, State of Utah; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent (as defined below) payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period (as defined below); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the Agreement has a new initial term of sixty (60) months ("New Initial Term"), commencing on November 1, 2014, ("New Term Commencement Date"). As of such New Term Commencement Date, all remaining renewal terms in the Agreement except as set forth herein shall be void and of no further force and consequence. The Agreement will be automatically renewed for up to five (5) additional sixty (60) month terms (each an "Extension Term") upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

Cell Site No.: UTL04049
Cell Site Name: Spanish Fork
Fixed Asset No.: 10088464
Market: CO / UT / WY / MT / S. ID
Address: 350 South 300 West

2. **Modification of Rent.** Commencing on November 1, 2014, the rent payable under the Agreement shall be One Thousand Eighty-Two and 30/100 Dollars (\$1,082.30) per month (the "Rent"), and shall continue during the Term, subject to adjustment, if any, as provided below.

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a thirty-six (36) month period commencing November 1, 2014, and ending October 31, 2017, ("Rent Guarantee Period"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any of the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement; (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant; or (e) Tenant terminates the Agreement pursuant to the terms of the Expansion of Permitted Use section as modified below. If the Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

4. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on November 1, 2019, Rent shall increase by ten percent (10%) and at the beginning of each Extension Term, as applicable.

5. **Expansion of Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized subtenants, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon (collectively, "Communications Facility"), or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

6. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Landlord has been advised and is informed that should

Cell Site No.: UTL04049
Cell Site Name: Spanish Fork
Fixed Asset No.: 10088464
Market: CO / UT / WY / MT / S. ID
Address: 350 South 300 West

Landlord not enter into this First Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Paragraph 19 of the Agreement is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # UTL04049
Cell Site Name Spanish Fork (UT); Fixed Asset No.: 10088464
575 Morosgo Drive NE
Suite 13F, West Tower
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site # UTL04049
Cell Site Name Spanish Fork (UT); Fixed Asset No: 10088464
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

The Spanish Fork City
Attn: Dave Oyler
40 South Main Street
Spanish Fork, UT 84660

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein."

8. **Rental Stream Offer.** If at any time after the date of this First Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall

Cell Site No.: UTL04049
Cell Site Name: Spanish Fork
Fixed Asset No.: 10088464
Market: CO / UT / WY / MT / S. ID
Address: 350 South 300 West

immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Paragraph, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Paragraph.

9. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

10. **Memorandum of First Amendment to Option and Lease Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of First Amendment to Option and Lease Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

11. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

12. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: UTL04049
Cell Site Name: Spanish Fork
Fixed Asset No.: 10088464
Market: CO / UT / WY / MT / S. ID
Address: 350 South 300 West

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LANDLORD:
Spanish Fork City,
a Municipal Corporation of the State of Utah

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: Steve Liefson

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

DRAFT

Cell Site No.: UTL04049
Cell Site Name: Spanish Fork
Fixed Asset No.: 10088464
Market: CO / UT / WY / MT / S. ID
Address: 350 South 300 West

Attachment 1

Memorandum of First Amendment to Option and Lease Agreement

DRAFT

MEMO

To: Mayor and Council
From: S. Junior Baker
Date: 3 Oct 2014
Re: Old Mill Impact Fee Reimbursement and Connector's Agreements

On the Council agenda for October 7, is a connector's agreement and impact fee reimbursement agreement for the Old Mill Estates development on Mill Road.

They installed an eight inch sewer line in Mill Road from approximately 1550 S. to the intersection with Arrowhead Trail at a cost of \$64,341.15. They are seeking pro-rata reimbursement from those other properties which connect to it. This is a standard connector's agreement and thus, appears on the consent agenda.

They also installed a fifteen inch sewer line in Arrowhead Trail from approximately 1015 W. to 1320 W. and an eight inch sewer line in Arrowhead Trail from approximately 1015 W. to Mill Road. The total cost of these two lines is \$224,749.71. These sewer lines serve a regional area and are part of our impact fee facilities plan. We propose paying these sums back from sewer impact fees collected. The reimbursement agreement is consistent with our policy for impact fee reimbursements and thus, appears on the consent agenda.

OLD MILL CAPITAL REIMBURSEMENT AGREEMENT FOR OLD MILL ESTATES SUBDIVISION

COME NOW the parties hereto, Old Mill Capital, LLC (Old Mill) and Spanish Fork City (City), and enter into this reimbursement agreement to assure the orderly development of real property within City limits, while maintaining and enhancing property values.

Old Mill owns real property within Spanish Fork City at approximately 1600 South and Mill Road. Old Mill has developed the property into a residential subdivision known as Old Mill Estates, and in doing so, has installed offsite sewer lines. City has required one of the offsite sewer to be oversized to accommodate future growth. Both sewer lines serve a regional area which benefits properties in addition to the property owned by Old Mill. Old Mill is entitled to reimbursement from impact fees for these sewer lines.

NOW THEREFORE, the parties hereto contract, covenant, and agree as follows:

1. Old Mill has constructed a fifteen (15) inch sewer line in Arrowhead Trail from approximately 1015 West to 1320 West, a distance of 1,771 feet, at a cost of \$125,617.53. This line serves a regional area and is part of City's Sewer Master Plan and is included in the impact fee facilities plan.
2. Old Mill has also constructed an eight (8) inch sewer line in Arrowhead Trail from approximately 1015 West to the intersection of Mill Road, a distance of 1,631 feet, at a cost of \$99,132.18. This line serves a regional area and is part of City's Sewer Master Plan and is included in the impact fee facilities plan.
3. City has inspected and accepted the sewer lines constructed by Old Mill and has incorporated them into its respective sewer system.
4. Old Mill will be reimbursed from sewer impact fees the sum of \$224,749.71. City will disburse 100% of collected impact fees on a quarterly basis, pro-rated among all recipients of sewer impact fees outstanding at any given time. The pro-rata amount will be calculated on the total amount originally owing, not the current balance. Thus, the amount reimbursed in any given quarter may vary, upward or downward, over the payback period.
5. Old Mill acknowledges that its only source of reimbursement is impact fees, to be paid as they are collected by City. It waives claim against City for reimbursement from any other source.
6. This agreement represents the entire agreement between the parties hereto. All prior negotiations, understandings, or representations are merged herein and superseded hereby.
7. Any amendment to this agreement must be in writing and be signed by each of the parties hereto.
8. In the event of breach in any of the obligations of this agreement, the non-breaching party shall be entitled to recover their attorney's fees, whether or not litigation is pursued.

DATED this 7 day of October, 2014

SPANISH FORK CITY by:

Steve Leifson, Mayor

Attest:

Kent R. Clark, Recorder

Old Mill Capital, LLC by:

Christopher K. McCandless, President of
C.W. Management Corporation, Manager of
Old Mill Capital, LLC

CONNECTOR'S AGREEMENT

This Connector's Agreement is entered this ____ day of _____, 2014, by and between Spanish Fork City, hereinafter called City, and Old Mill Capital, LLC, hereinafter called Developer.

RECITALS

WHEREAS, Developer is the owner of real property in Spanish Fork City; and,

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

WHEREAS, Developer has installed a fifteen (15) inch sewer trunk line in Arrowhead Trail as per the Sewer Master Plan from approximately 1015 West to 1320 West, a distance of 1,771 feet, at a cost of \$125,617.53, which will be reimbursed from impact fees; and

WHEREAS, Developer has installed an eight (8) inch sewer trunk line in Arrowhead Trail as per the Sewer Master Plan from approximately 1015 West to the intersection of Mill Road, a distance of 1631 feet, at a cost of \$99,132.18, which will be reimbursed from impact fees; and

WHEREAS, Developer has installed an eight (8) inch sewer line in Mill Road from approximately 1550 South to the intersection with Arrowhead Trail, a distance of 988 feet, at a cost of \$64,341.53, or \$65.11 per foot; and

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

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

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

WHEREAS, City has determined that it is just and proper that owners of property who develop their property adjacent to the eight (8) inch sewer line in Mill Road should reimburse Developer at the rate of \$32.56 per foot for the length of the property developed along each side of Mill Road, provided a land owner who attaches merely for the purpose of extending the sewer line shall not be responsible for the cost of the existing line; and

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

TERMS

1. City will require the payment of \$32.56 per frontage foot of property developed adjacent to the eight (8) inch sewer line in Mill Road shown on Exhibit A as a condition of permitting any owner of property to develop adjacent to the sewer line in Mill Road.
2. That payment of the sums mentioned in the preceding paragraphs shall bear no interest from the date hereof to date of payment.
3. That if a development application is made after thirty years from the date hereof, there shall be no payment required as a condition of development approval.
4. That upon receipt of any sums due hereunder, City agrees to remit said sums to Developer or its assignees.
5. That it shall be the responsibility of Developer or its assigns to advise City, in writing, of any impending development which likely would trigger the connector's agreement fee. In no event shall City be liable for failure to make collection, it being understood and agreed that City will use it's best efforts to make such collection.

SPANISH FORK CITY by:

Steve Leifson, Mayor

Attest:

KENT R. CLARK, Recorder

Old Mill Capital, LLC by:

Christopher K. McCandless, President of
C.W. Management Corporation, Manager of
Old Mill Capital, LLC

BoardDocs
End User Agreement
Part I: Order Form

Emerald Data Solutions, Inc. ("Emerald"), 519 Johnson Ferry RD NE, Suite A100, Marietta, GA 30068, provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "Agreement"). By executing this Agreement, effective as of the "Effective Date" indicated below, the below named customer ("Customer") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION		SALES INFORMATION	
Initial Contract Term: <input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 3 year <input type="checkbox"/> 5 year		Sales Rep Name: Bill Terry	
Billing Agent: NONE/EDS		Sales Rep Phone: 1-800-407-0141 x3529	
		Sales Rep Email: bterry@boarddocs.com	
CUSTOMER INFORMATION			
Origination Name: City of Spanish Fork			
Address: 40 South Main Street			
City: Spanish Fork		State: UT	Zip: 84660
Telephone: (801) 804-4536			
PROJECT ROLES			
	Name	Phone	Email
Primary:	Angie Warner	801.804.4531	awarner@spanishfork.org
Administrative:	Angie Warner	801.804.4531	awarner@spanishfork.org
IS/Technical:	Russell Durtschi	801.804.4414	russell@spanishfork.org
Billing:	Jolynne Coon	801.804.4521	jcoon@spanishfork.org

2. Charges. For each "BoardDocs site" (as defined by Emerald) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("**ARC**") and the Non-Recurring Charge ("**NRC**") set forth below. Once paid, the ARC and NRC are not refundable, except as described in Section 3 below. The initial NRC and ARC will be invoiced immediately after implementation of the Services and Applications indicated below (the "**Services**").

Initial Service	Type of Services	Amount
<input checked="" type="checkbox"/>	NRC (Non-Recurring Charge)	\$1,000.00
<input type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$12,000.00
<input checked="" type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	\$3,000.00

3. Term. The "**Term**" of this Agreement will commence on the Effective Date and continue for the Initial Agreement Term checked in Section 1 above. On the expiration of the Initial Agreement Term, the Term of this Agreement will automatically renew and remain in effect for consecutive 1 year periods (each a "Renewal Term"), unless either party elects to terminate this Agreement effective as of the expiration of the then-current complete Initial Agreement Term or Renewal Term, as the case may be, by providing written notice of such termination to the other party at least 30 days prior to the expiration of the then-current complete Initial Agreement Term or Renewal Term, as the case may be. After the first year of the Initial Agreement Term, Customer may terminate this Agreement and the Term at any time upon at least 30 days prior written notice to Emerald (an "Early Termination"). Within 30 days of an Early Termination after the first year of the Initial Agreement Term, Emerald will refund to Customer any unused prorated portion of the ARC already paid for that year that represents the remaining portion of the ARC that would cover the part of the current year after the effective date of such Early Termination.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER

EMERALD DATA SOLUTIONS, INC.

SIGNATURE _____ Date _____

SIGNATURE _____ Effective Date _____

Mayor Steve Leifson
 Name and Title of Authorized Representative

Name and Title of Authorized Representative

Part II: Additional Terms and Conditions

4. Provision of Service. Subject to the terms and conditions of this Agreement, Emerald will make the "Services" as defined in Section 7 available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Emerald Acceptable Use Policy ("AUP"), which SLA and AUP, are posted on Emerald's web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Emerald will use commercially reasonable efforts to make a version of the Service available to Customer by a commencement date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such initial Service will be co-branded with both parties' "Marks" (as defined in Section 10). Emerald may modify certain components of the Service or Services as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues. Customer may request in writing to switch to any other version of the Services supported by Emerald, and Emerald will make every reasonable effort to accomplish such change request to the extent possible and will automatically make the corresponding changes to appropriate ARC for such version.

5. Payment. Customer agrees to pay Emerald (or its designee) all charges or fees described in this Agreement within 30 days of Customer's receipt of the applicable invoice. Any amount not paid within such 30-day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. ARCs will be invoiced annually in advance. NRCs, if any, will be invoiced promptly following the Effective Date. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its receipt or use of the Service or provision of the Services. The continued provision of Services is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit.

6. Termination. This Agreement is effective for the Term described in Section 3. Customer has the Early Termination right after the first year of the Initial Agreement Term (as described in Section 3), and both parties have the right to not renew the Agreement for a Renewal Term (as also described in Section 3). In addition, Emerald may terminate this Agreement and/or cease or suspend the provision of all or any part of the Services upon: (a) Customer's failure to pay any amount when due under this Agreement (after 10 days prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service or Services which is not immediately ceased and removed after request by Emerald; or (d) any material breach of this Agreement including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for Services provided through the effective date of such Customer Caused Termination or Suspension. Upon any termination of this Agreement, Customer agrees its right to use the Services and Applications or Emerald "Intellectual Property" and "Marks" (as defined in Section 10 hereof) immediately ceases and it shall cause all of its affiliates to cease using the Service and all of Emerald's Intellectual Property. Customer agrees to completely destroy all copies in any form of any Emerald Applications and Intellectual Property (and all accompanying documentation) in its or its affiliates' possession upon termination of this Agreement for any reason. Upon written request and payment of any applicable fees, Emerald will work with Customer to provide reasonable access to Customer's data for up to one year after termination of this Agreement (other than following Customer's breach hereof), provided that Customer immediately deletes all local copies of the Applications and Emerald Intellectual Property in Customer's possession.

7. Applications and Use of Service. Subject to the terms and conditions of this Agreement, Emerald hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service and use for Customer's purposes the Applications solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet its utilization demands. Customer will be solely responsible for ensuring that each of the persons or entities that accesses the Service or Applications through Customer or its systems or with their consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service, Applications or Emerald Intellectual Property or Marks, unless permitted by Emerald. Customer will not attempt to decompile, reverse engineer or disassemble the Service or Applications for which source code is not provided, and Customer will be liable to Emerald for any unauthorized copying, reverse engineering or use of the Service or Applications by Users. If Emerald supplies source code for any Applications to Customer, Customer is solely liable and responsible for the consequences of any modifications to such source code or Applications made by or for Customer, and all support obligations or warranties with regard to such modified source code or Applications will be void and of no force or effect as a result of Customer's revisions thereto. Unless otherwise agreed in writing by Emerald, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service or Applications. Customer agrees that it is solely responsible for maintaining, and ensuring that its users maintain, the confidentiality of any user passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service and Applications (the "Content"), and Emerald has no responsibility or liability therefore, nor will Emerald be responsible for reviewing or determining the accuracy or appropriateness of any such Content. "Content" does not include data or information regarding other customers of Emerald or any information provided by Emerald. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Applications database. At the Customer's request, Emerald will export the data from the database for a mutually agreed-upon nominal fee. Customer hereby grants to Emerald, and Emerald hereby accepts, a non-exclusive, royalty-free, irrevocable, perpetual license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service or the

Applications, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Emerald, arising out of any third party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

9. Acceptable Use. All use of the Service will comply with the Emerald's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service are provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service, Applications or Emerald's systems or operations in any way; (c) engage in any conduct involving the Service or Applications that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service or Applications any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Emerald from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

10. Ownership and Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Emerald owns (as between Emerald and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, its Applications, Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service, Applications or Emerald Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Emerald to confirm Emerald's exclusive ownership of Emerald's Intellectual Property, Applications and Service. As between Customer and Emerald, Customer will own all Intellectual Property or other property rights or interests in and to their own data and content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service or Applications. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's trademark and service mark guidelines as provided and revised by the other party from time to time. Emerald reserves all rights not expressly granted to Customer in this Agreement.

11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, APPLICATIONS, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. EMERALD EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND EMERALD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY EMERALD, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY.

12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE, APPLICATIONS OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. CUSTOMER'S REMEDIES FOR ANY AND ALL CLAIMS RELATED TO THIS AGREEMENT AND EMERALD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT ARE LIMITED TO THE REMEDIES SET FORTH IN THE SLA.

13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Applications contain Confidential Information and Trade Secrets of Emerald. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such disclosees that it is confidential and subject to the terms of this Agreement, and provided that such

disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Confidential Information will cease to be protected as set forth in this Agreement on the third anniversary of the termination of this Agreement. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be submitted for binding arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. 1-16 and this Agreement will be governed by Georgia law. The parties agree that the arbitrator must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Applications are accessed through the Internet and data may travel over the unsecured networks of several third party Internet service providers and thus may not be secure or confidential. Emerald is not responsible for Internet connectivity to Customer's location or any things that happen by or through internet or other transmission or access. Emerald will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Emerald, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Emerald (all of which are "**Events of Force Majeure**").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Emerald with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Emerald, which consent will not be unreasonably withheld or delayed. The remaining terms and conditions of this Agreement may not be amended except in a writing signed by both parties.



TO: Spanish Fork City Mayor and Council
FROM: Dave Anderson, Community and Economic Development Director
DATE: September 16, 2014
RE: Proposed Text Amendments

Accompanying this memorandum is an ordinance that would modify Title 15 in a few different ways. In staff's view, none of the proposed changes would dramatically alter the City's current regulations. Rather, the proposed changes would simply clarify how billboards are defined and the City's procedures and standards relative to plat recordation and the provision of services to new developments.

The Development Review Committee reviewed these changes on August 27, 2014 and recommended that they be approved. The Planning Commission reviewed this proposal in their September 3, 2014 meeting and recommended it be approved.

attachments: proposed ordinance



ORDINANCE No. 15-15

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. 15-15

AN ORDINANCE MAKING VARIOUS AMENDMENTS TO THE LAND USE ORDINANCE OF SPANISH FORK CITY

WHEREAS, Spanish Fork City has enacted a land use ordinance to regulate the development of land within the City, establish zoning to protect property values, and establish administrative rules concerning land use; and

WHEREAS, amendments to the land use ordinance need to be made from time to time in order to remain compliant with state and federal law, become more efficient, and to keep standards in line with best construction and safety practices; and

WHEREAS, there have been various requests by residents and recommendations by staff to amend portions of the land use ordinance, which have been reviewed by the DRC and the Planning Commission; and

WHEREAS, a public hearing was held before the Planning Commission on Wednesday, the 3rd day of September, 2014, whereat public comment was received; and

WHEREAS, a public hearing was held before the Spanish Fork City Council on Tuesday, the 7th day of October, 2014, whereat additional public comment was received;

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

I.

Spanish Fork Municipal Code §15.1.04.020, Definitions, is hereby amended by adding definitions as follows:

15.1.04.020 Definitions

Billboard: a freestanding ground sign designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located.

II.

Spanish Fork Municipal Code §15.4.04.080(C)(1), Approval or Disapproval- Procedure, is hereby amended as follows:

15.4.04.080 Approval or Disapproval – Procedure

(C) The adequacy of public facilities shall be determined in accordance with the Spanish Fork City development standards, the various master plans and the comprehensive general plan of the city, and at the discretion of the city engineer. In the event that the city engineer determines that adequate public facilities are not available and will not be available by the time of final plat approval, so as to assure that adequate public services are available at the time of occupancy, the following alternatives may be elected, at the discretion of the city council:

1. Allowing the developer to voluntarily construct those public facilities which are necessary to service the proposed development and provide adequate facilities as determined by the city engineer and by entering into an appropriate form of connector's or development agreement, which may include, as deemed appropriate by the city engineer, provisions for recoupment of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or the benefit conferred upon the proposed development, and the method and conditions upon which recoupment is to be obtained. Any connector's agreement authorized by this paragraph must be requested within 90

days of the completion and acceptance by City of the improvements. A request for a connector's agreement shall be made on forms provided by the City. An application fee in an amount to cover the City's expenses in preparing the connector's agreement shall be included. The amount of the fee shall be established by the City Council in the annual budget or by resolution.

III.

Spanish Fork Municipal Code §15.4.16.020(A), Unavailability of Adequate Public Facilities, is hereby amended as follows:

15.4.16.020 Unavailability of Adequate Public Facilities

In the event that the city engineer determines that adequate public facilities are not available and will not be available by the time of approval, so as to assure that adequate public services are available at the time of occupancy, the following alternatives may be elected, at the discretion of the city council:

- A. Allowing the developer to voluntarily construct those public facilities which are necessary to service the proposed development and provide adequate facilities as determined by the city engineer and by entering into an appropriate form of connector's, or developers' agreement, which may include, as deemed appropriate by the city engineer, provisions for recoupment of any expenses incurred above and beyond those reasonably necessary for or related to the need created by or the benefit conferred upon the proposed development, and the method and conditions upon which recoupment is to be obtained. Any connector's agreement authorized by this paragraph must be requested within 90 days of the completion and acceptance by the City of the improvements. A request for a connector's agreement shall be made on forms provided by the City. An application fee in an amount to cover the City's expenses in preparing the connector's agreement shall be included. The amount of the fee shall be established by the City Council in the annual budget or by resolution.

IV.

Spanish Fork Municipal Code §15.4.04.130, Recordation – Copy to be Supplied to City Engineer, is hereby amended as follows:

15.4.04.130 Recordation – Copy to be Supplied to City Engineer

Following acceptance by the DRC, a final plat bearing all official approvals shall be deposited in the office of the Utah County Recorder for recording by the City. Only the City may record final plats. The final plat must be recorded within 180 days after approval by the DRC. Approval expires and the plat must be resubmitted if a final plat is not recorded within 180 days.

All inspection, testing and/or connection fees required by ordinance shall be paid and permits required shall be obtained prior to the recording of the Final Plat.

V.

Spanish Fork Municipal Code §15.4.16.090(A), Time Limitation for Completion, is hereby amended as follows:

15.4.16.090 Time Limitation for Completion

A. All improvements listed in this Chapter must be completed within one year from the date of recordation, unless the city engineer requires an earlier completion date. An extension for completion of improvements may be granted by the City Council for up to an additional one year. A request for extension must be submitted to the City Council, in writing, explaining the reasons for the requested extension.

VI.

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK, UTAH, this 7th day of October, 2014.

STEVE LEIFSON, Mayor

Attest:

Kent R. Clark, City Recorder



ZONE CHANGE AND PRELIMINARY PLAT

REPORT TO THE CITY COUNCIL TRIALSIDE ZONE CHANGE AND PRELIMINARY PLAT

Agenda Date: October 7, 2014.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: The Development Review Committee, Planning Commission.

Request: The applicant has proposed to have a Preliminary Plat approved as an In-fill Overlay development.

Zoning: R-1-6 with the In-fill Overlay requested.

General Plan: Residential 5 to 8 units per acre.

Project Size: .65 acres.

Number of lots: 2.

Location: Approximately 300 West 100 South.

Background Discussion

In 2013, the City Council approved a Preliminary Plat for a three-lot In-fill Overlay development on the subject property. Staff understands that the applicant who received that approval has essentially abandoned the project and that Monte Griffiths has taken his place.

As now proposed, the development has two lots instead of three, like the previous proposal. The proposed plat accompanies this report as does a description of the home that's proposed to be constructed on lot 2. As proposed, the existing home on lot 1 would be renovated but not replaced.

Development Review Committee

The Development Review Committee reviewed this request in their September 3, 2014 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Trailside Subdivision

Applicant: Atlas Engineering
General Plan: Medium Density Residential
Zoning: R-1-6
Location: 335 West 100 South

The original approval for the project has lapsed and the applicant has reapplied. There is a landscape strip between the driveway and the trail. There will be some large rocks to help prevent vehicles passing onto the trail. There needs to be a two-rail fence placed on the property line.

With an In-fill Overlay application the approving body is able to impose conditions regarding architecture. The trail needs to be dedicated to the City. Junior Baker feels the fence and the boulders are redundant. Scott Peterson said he liked the idea of the fence instead of the boulders as a more definitive barrier between the trail and the drive. Chris Thompson addressed how the storm drain should be drawn on the plat. Dale Robinson said he is fine with a two rail fence as long as there is a delineation between the trail and the drive way. There needs to be a vinyl fence placed around the two properties from the rest of the neighborhood.



Chris Thompson stated that the public utility easement be placed on the drive.

Junior baker left the meeting at 10:30 a.m.

Dave Anderson **moved** to recommend approval to City Council of the Trailside Subdivision Preliminary Plat as an In-fill Overlay development based on the following findings and conditions:

Findings

1. That the two lots do not exceed the density of the General Plan.
2. That the project meets the City's In-fill Overlay ordinance.

Conditions

1. That the applicant dedicate the trail to the City.
2. That the applicant make changes to the plans relative to fencing as discussed.
3. That the applicant make changes to the plans relative to storm drain system as discussed.
4. That the applicant indicate the driveway be a public utility easement.

Dale Robinson **seconded** and the motion **passed** all in favor.

Planning Commission

The Planning Commission reviewed this request on October 1, 2014 and recommended that it be approved subject to the home on lot 2 being a single-story structure.

Budgetary Impact

No budgetary impact is anticipated with this proposal.

Recommendation

Staff recommends that the proposed Preliminary Plat and Zone Change be approved based on the following findings and subject to the following conditions:

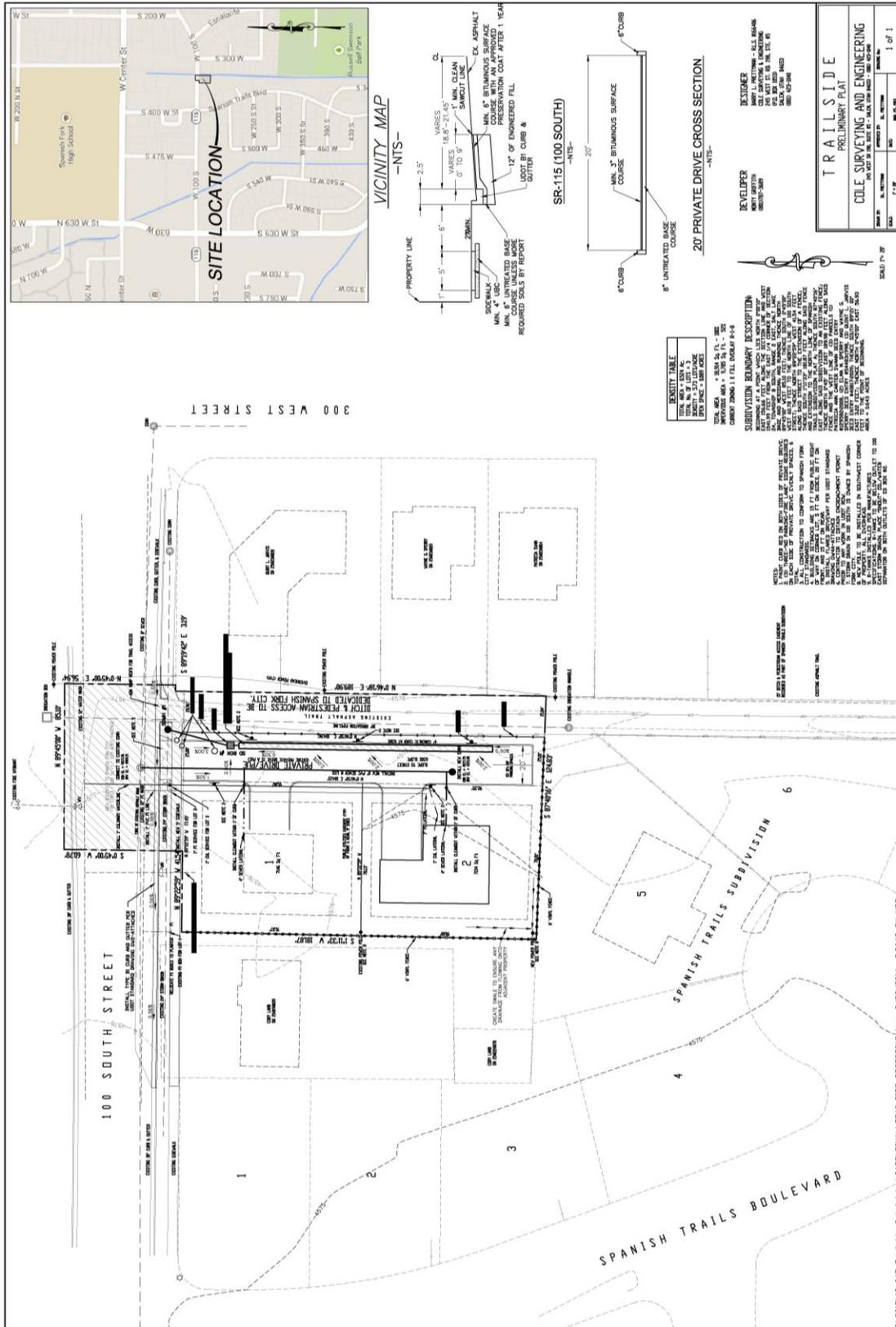
Findings:

1. That the proposed In-fill Overlay development conforms to the City's General Plan.
2. That the proposal would significantly improve the subject property and the neighborhood.
3. That the proposed development conforms to the City's requirements for In-fill Overlay developments in the R-1-6 zone.

Conditions:

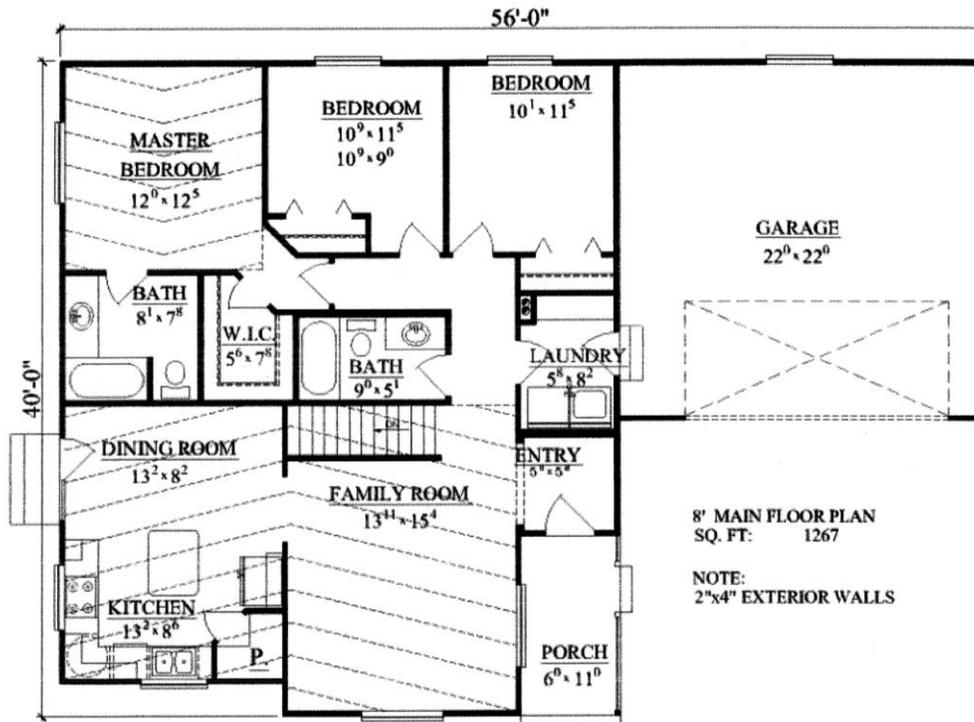
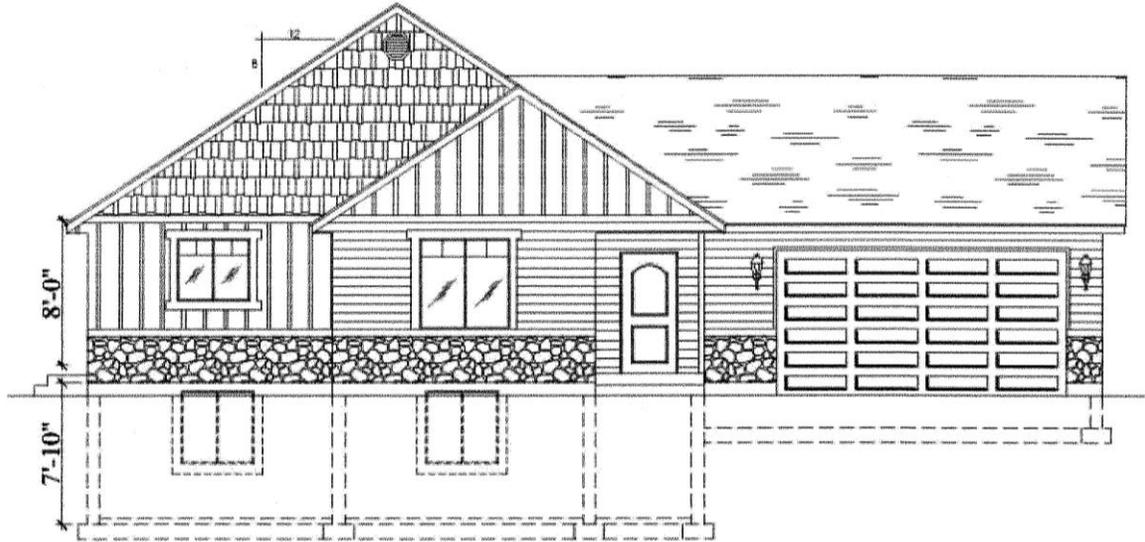
1. That the home on lot 2 be constructed as a single-story structure.
2. That the applicant install a two-rail fence along the east property line between the trail and the driveway.





JL Home Design

R-1267-160309





Mayor and City Council,

This is a fee waiver request from Lee Johnson. It is requesting a fee waiver for a fund raiser for Brody Lambert. They want to use the tennis court and a stage and have the fees waived. (\$400 + \$500) I informed Mrs. Johnson there was a strict threshold for using taxpayer money for donations. I told her waiver fees were a form of donation. I informed her I didn't think it met the donation policy but she could still ask.

I explained to her there would be a budget "public hearing" at the next city council meeting. During the Public Hearing is where she could ask the Council to fund the request by adding her donation request to the "donation list". (Again, I told her I didn't think it meets the donation policy). Later, I talked to Dale Robinson about the request. He stated he thought they would not come ask for the fee waiver. We shall see.

There are a lot of "good causes" and good people out here. Not sure the tax payer's funds should be used for some of the good causes. This is why the City Council approved a strict threshold for use as a donation.



Application for Donation/Waiver Request Form

Date: 9/19/2014

Person making the request

Name: Lee Johnson
Address: 144 North 1590 East
Spanish Fork 84660
Phone Number: 801-660-8585
Organization: none

Type of Organization: Government Non-Profit

Description of purpose for the Donation/Waiver:

Spanish Fork City employee, Brody Lambert, was diagnosed with heart failure in 2004, due to a virus that attacked his heart muscle. Since that time his doctors have been able to keep him stable through medications. In August 2014 his status changed to Stage 4 heart failure. His only hope is a new heart. Brody has served in a many time consuming callings in the LDS church. He has also served the city by organizing the first days parade. He is always looking for people to serve. We are holding a fundraiser for this great man on October 10th at 6:30 PM in the indoor tennis courts. We expect about 300-400 people there to support him. We will have various auction items, treats and a magician show. IF we can receive a waiver of the rental fees, then we can give more money to the family
Type of Donation:

Cash Amount/Value requested: \$ _____

Municipal Services

Fee Waiver Amount/Value requested: \$ 900 (\$1400 For tennis court rental
\$500 For stage rental)

OFFICE USE ONLY	
Submitted to Finance Director	Date: _____
Public Hearing	Date: _____
Council Approval	Date: _____

DONATION POLICY

PURPOSE

The purpose of this policy is to establish guidelines for the City to determine those events, activities or purposes to which the City will donate funds, municipal services or waive fees in order to further the interests of the City.

DEFINITION

A person or entity who requests the City to donate funds, municipal services or to waive fees is subject to the requirements of this policy. The expenditure of funds, providing municipal services or waiving of fees for City functions or programs is not a donation and is not subject to this policy.

PROCESS

When donating funds, municipal services or waiving fees, the City shall comply with the provisions of Utah Code Ann. §10-8-2. Only donations/waivers identified and approved with the municipal budget are authorized, as long as funds are available in the budget, and the total of the donated/waived amounts do not exceed one percent of the City general fund budget. Events, activities or purposes not identified with the budget shall not qualify for a donation/waiver. A donation/waiver application shall be fully completed and submitted to the City Finance Director in a timely manner. The application will be submitted to the City Council, for review with the Tentative Budget in May of each year or with any subsequent Budget revision public hearing. The donation/waiver list must be approved, rejected or modified at a budget public hearing.

APPROVAL GUIDELINES

The following criteria shall be used as guidelines in determining if a donation/waivers should be granted. These criteria are intended to be rigid standards to assist the City Council in making a determination.

The purpose should:

- be governmental or non-profit.
- provide an economic benefit to the City.

The purpose should not:

- be associated with a formal educational organization, public charter school, home school, private school or athletic event.
- compete with a city sponsored event nor duplicate an event sponsored by the city.

The City can take notice of governmental entities; others should show proof of their status by showing articles of incorporation or other documents evidencing their non-profit status.

USE OF FACILITIES

Entities which are allowed the use of the City facilities are required to comply with all the rules and regulations of the facility, including insurance requirements, if any. Additional rules and regulations may be imposed by the City Council as a condition of granting the donation/waiver request.

Concessions require a City Business License and Utah State Sales Tax Certificate and number. Food concessions also require a Food Handlers Permit, issued by the Utah County Health Department, in addition to the other permits.



TO: Spanish Fork Mayor and City Council

FROM: Dave Anderson, Community and Economic Development Director

DATE: October 7, 2014

RE: Preliminary Plat Re-approval of Spanish Trails

In 2013, a development called Spanish Trails lost its vesting when the applicant failed to record plats within a year of one another.

The applicant is now ready to record a plat that would allow for the construction of the remaining three townhome structures in the development. Before this can happen, the project's vesting needs to be restored by having the Preliminary Plat re-approved.

Staff recommends that the Preliminary Plat for Spanish Trails be re-approved. Images of the proposed plat accompany this memorandum. No significant changes are anticipated from what has been previously approved. The Planning Commission recommended that this project be reapproved on October 1, 2014.

attachment: proposed Preliminary Plat





TO: Spanish Fork City Mayor and Council

FROM: Dave Anderson, Community and Economic Development Director

DATE: October 7, 2014

RE: Legacy Farms Preliminary Plat Approval Extension

Accompanying this memorandum is an approval extension request that has been submitted for the Legacy Farms development. The last plat for Legacy Farms was recorded on October 3, 2013. As such, the Preliminary Plat for the development expired on October 3, 2014. In the past, the Council has granted requests for approval extensions when the requests have been made before the expiration has occurred. The Council can grant extensions for up to six-months.

attachments: September 25, 2014 approval extension request



September 25, 2014

Spanish Fork City
40 S. Main St.
Spanish Fork, UT 84660

Re: Legacy Farms at Spanish Fork Preliminary Plan Extension

Dear Spanish Fork City

It has come to our attention that the Preliminary Plan for Legacy Farms at Spanish Fork is nearing its one year expiration date. We respectfully request an extension of 6 months as outlined within City Code.

Please let us know if additional information is necessary.

Please contact me at 801-380-2300 or Jesse Conway at LEI Consulting Engineers and Surveyors at 801-798-0555, with any questions.

Sincerely,



Duane F. Hutchings, Manager
Legacy Farms at Spanish Fork, LLC
840 N. 200 E.
Spanish Fork, UT 84660

Cc: Jesse Conway-LEI





Memo

To: Mayor and City Council
From: Chris Thompson P.E., Public Works Director/City Engineer
Date: October 7, 2014
Re: Waste Water Treatment Plant SCADA System RFP Award

Staff Report

RECOMMENDED ACTION

Award the Waste Water Treatment Plant SCADA System Project to SKM Inc. for the amount of \$203,485.

BACKGROUND

The city has \$200,000 in the budget to upgrade the SCADA system at the waste water treatment plant. This system notifies employees of faults in the plant that could expensive repairs or regulation violation.

We sent out a request for proposal for the design and construction of the system and received the following response:

Bruno Engineering	\$ 181,000
SCI Automation	\$ 185,000
SKM Inc.	\$ 203,485
Wetco	\$ 287,900
Bowen & Collins & Assoc.	\$ 306,670



DISCUSSION

A committee of city staff and city councilmen was formed to review the proposals. The proposals were evaluated according to cost, quality, experience and ongoing maintenance and expansion cost.