



**WORK/STUDY AGENDA
SPRINGVILLE CITY COUNCIL MEETING
JULY 05, 2016 AT 5:15 P.M.**

City Council Chambers
110 South Main Street
Springville, Utah 84663

**CALL TO ORDER- 5:15 P.M.
COUNCIL BUSINESS**

1. Calendar

- July 06 – Microtel Hotel Groundbreaking 11:00 a.m.
- July 12 – Work/Study Meeting 5:15 p.m.
- July 19 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- July 25 – Pioneer Day Observed (City Offices Closed)
- July 26-30 – World Folkfest

2. **DISCUSSION ON THIS EVENING'S REGULAR MEETING AGENDA ITEMS**

- a) Invocation – Councilmember Child
- b) Pledge of Allegiance – Councilmember Creer
- c) Consent Agenda
 2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
 3. Approval of the minutes for the April 12, 2016 and May 03, 2016 Work/Study meetings and the May 03, 2016 regular City Council meeting.
 4. Approval of the 800 South-800 East to 1440 East and Riverbottom Road-1700 East to Cranberry Way mill overlay project and award to Geneva Rock Products Inc. in the amount of \$235,409.66 – Jeff Anderson, City Engineer
 5. Approval of a natural gas line easement between Questar Gas, Spanish Fork City and the Spanish Fork/Springville Airport – Bruce Riddle, Assistant City Administrator/Finance Director
 6. Approval of Task Order K with Armstrong Consultants for an Automated Weather Observing Station (AWOS) for the Spanish Fork/Springville Airport – Bruce Riddle, Assistant City Administrator/Finance Director
 7. Approval of renewing the agreement between Armstrong Consultants and the Spanish Fork/Springville Airport – Bruce Riddle, Assistant City Administrator/Finance Director

3. **DISCUSSIONS/PRESENTATIONS**

- a) Discussion on Water Proof Basements – Fred Aegerter, Community Development Director

CERTIFICATE OF POSTING

The undersigned duly appointed City Recorder of Springville City, does hereby certify that the above notice and agenda was posted within the Springville City limits on June 30, 2016 at Springville City Hall, on the City Hall Notice Board, on the Springville City website at www.springville.org/agendasminutes on the Utah Public Notice Website at <http://www.utah.gov/pmn/index.html> and provided to at least one newspaper of general circulation within the geographic jurisdiction of the public body
/s/ Kim Rayburn, City Recorder

In compliance with the Americans with Disabilities Act, the City will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at (801) 489-2700 at least three business days prior to the meeting.

b) Electronic Meetings – Dave Stoddard, Legal Extern

4. MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS

5. CLOSED SESSION

The Springville 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

ADJOURNMENT

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**REGULAR AGENDA
SPRINGVILLE CITY COUNCIL MEETING**

JULY 05, 2016 AT 7:30 P.M.

City Council Chambers
110 South Main Street
Springville, Utah 84663

CALL TO ORDER

**INVOCATION AND PLEDGE
APPROVAL OF THE MEETING'S AGENDA
MAYOR'S COMMENTS**

PUBLIC COMMENT: *Audience members may bring any item not on the agenda to the Mayor and Council's attention. Please complete and submit a "Request to Speak" form. Comments will be limited to two or three minutes, at the discretion of the Mayor. State Law prohibits the Council from acting on items that do not appear on the agenda.*

CEREMONIAL AGENDA

1. Presentation by Miss Spanish Fork and Attendants

CONSENT AGENDA*

2. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
3. Approval of the minutes for the April 12, 2016 and May 03, 2016 Work/Study meetings and the May 03, 2016 regular City Council meeting.
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PUBLIC HEARING

8. Public Hearing to consider vacating a portion of right-of-way known as 235 East Street of approximately 0.040 acres between 400 North and 550 North, Springville, Utah – John Penrod, Assistant City Administrator/City Attorney

This meeting was noticed in compliance with Utah Code 52-4-202 on June 30, 2016. Agendas and minutes are accessible through the Springville City website at www.springville.org/agendasminutes. Council Meeting agendas are available through the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>. Email subscriptions to Utah Public Meeting Notices are available through their website. s/s - Kim Rayburn, City Recorder

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*The Consent Agenda consists of items that are administrative actions where no additional discussion is needed. When approved, the recommendations in the staff reports become the action of the Council. The Agenda provides an opportunity for public comment. If after the public comment the Council removes an item from the consent agenda for discussion, the item will keep its agenda number and will be added to the regular agenda for discussion, unless placed otherwise by the Council.

REGULAR AGENDA

9. Consideration of an amendment to Section 11-4-301 of Springville City Code, allowing auto part sales as a permitted use in the NC-Neighborhood Commercial Zone – Fred Aegerter, Community Development Director
10. Consideration of an amendment to Title 11, Chapter 5, Article 4 of Springville City Code, adopting regulations for the Lakeside Overlay Zone – Fred Aegerter, Community Development Director
11. Consideration of approving a franchise agreement with Central Telecom Services (CentraCom) – Dave Stoddard, Legal Extern and John Penrod, Assistant City Administrator/City Attorney
12. Consideration of approving an Ordinance amending Section 2-4-102 of the Springville City Municipal Code adding subsection (4) allowing electronic meetings – Dave Stoddard, Legal Extern and John Penrod, Assistant City Administrator/City Attorney

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

CLOSED SESSION

13. *The Springville 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*

ADJOURNMENT

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Springville City Council Work/Study Meeting – April 12, 2016– 5:15 PM

Minutes of the Regular Meeting of the Springville City Council held on Tuesday, April 12, 2016 at 5:15 p.m. in the Springville City Civic Center Multipurpose Room, 110 South Main Street, Springville, Utah.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present: Councilmember Richard Child, Councilmember Craig Conover, Councilmember Jason Miller, Councilmember Chris Sorensen, City Administrator Troy Fitzgerald, Assistant City, Assistant City Administrator/City Attorney John Penrod, Administrative Services Manager Rod Oldroyd, City Recorder Kim Rayburn and Deputy City Recorder Jennifer Grigg. Also present were: Recreation Director Corey Meredith, Community Development Director Fred Aegerter, Public Works Director Brad Stapley, Public Safety Director Scott Finlayson, Buildings and Grounds Director Alex Roylance, Museum of Art Director Dr. Rita Wright, Library Director Pamela Vaughn, Golf Pro Craig Norman, and Power Director Leon Fredrickson.

CALL TO ORDER

Mayor Clyde welcomed everyone and called the meeting to order at 5:14 p.m.

COUNCIL BUSINESS

1) Calendar

- April 15-16 – City Wide Spring Clean Up Days
- April 19 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- April 20 – Springville Museum of Art Spring Salon Opening 7:00 p.m.
- April 22-23 – City Wide Spring Clean Up Days
- April 27 – Budget Retreat 1:00 p.m.
- April 29 – Arbor Day
- Stonehenge Ribbon Cutting 3 pm

DISCUSSION/PRESENTATIONS

Tyler Allred from the Utah Reclamation Mitigation Conservation Commission

Mr. Allred has designed the revegetation in the Heber Valley of the Provo River Channel Restoration. He compared that work to the plan for revegetation on the Hobble Creek Stream Channel Restoration Project that includes aggressive planting and a weed control program. The stream will return to a natural setting with heavy seeding and weed treatments. Grasses will appear early, then trees, which will take years. Non-asphalt trails will be on the berm with under storage shrubs and multiple levels of canopy.

36 Mayor Clyde expressed concern with the more natural area interfering with the formal
park, wondering if there would be grass to the bank of the creek with picnic tables.

38 Councilman Conover expected the natural look.

Mr. Allred noted the revegetation and weed control will cover an area right next to the
40 new riverbed.

Chief Finlayson asked about reberming the north side. Mr. Allred answered the project
42 requires hundreds of thousands of plants when completed. Space will improve when the water
level goes down. The railroad bridge is the constricting point.

44 Administrator Fitzgerald noted the City will have final sign off on the plans the public
can start using the park even while development continues. He stated kids will throw rocks in the
46 stream. City holds no responsibility. Assistant Administrator Penrod has worked on specifics of
this contract.

48 Councilman Sorensen stated the City has been here 150 years with no action. This project
will be better than we have now.

50 Mayor Clyde reminded Council the City is losing control of this property forever.

52 **a) Boards and Commissions – Troy Fitzgerald, City Administrator**

Springville City has many boards and commissions; some required by ordinance.
54 Additional boards, and meetings with outside corporations, bring the total to over 30 possible
meetings, which require attendance by a Councilmember. Boards provide information and
56 background to City Council to aid in decision-making. Some boards are continuing beyond their
intended time and discussing matters beyond their original purpose. Administrator Fitzgerald
58 asked for input on improving board member training and staff implementations to help the
Council streamline the meetings and improve the boards so they remain relevant to Council
60 needs.

Mayor Clyde recommended a spreadsheet showing who attends each meeting.

62 Councilmember Miller asked about the role of a councilman to a board. Administrator
Fitzgerald answered the councilmember listens, without voting or directing the meeting.

64 Councilman Child noted ordinance directs councilmembers, who do not vote on those
boards, but the bylaws of other boards give councilmembers a vote.

66 Mayor Clyde disagreed, stating boards need information from the councilmember and the
councilmembers can give direction to the board to bring them back from left field discussions.

68 Administrator Fitzgerald gave an example of the Power Board only discusses power rate
changes without input from a councilmember.

70 Mayor Clyde recommended council relay discussions to the boards and commissions by
the councilmember attending the board.

72 Administrator Fitzgerald asked if Council does not implement board recommendations
are boards wasting staff and citizen time.

74 Director Fredrickson clarified the board chair organizes the agenda for each meeting.

76 Mayor Clyde stated the councilmember is the conduit between council and board, which
is communicating what citizens feel.

78 Councilmember Child stated the Council needs some boards and commissions, to get
enough advice to make decisions.

Director Stapley reminded staff to follow the agenda and keep the board on task.

80 The Mayor appoints board members with advice and consent of the City Council.

82 Administrator Fitzgerald noted there are currently 20 board positions open the City needs
83 to fill those positions with good people not necessarily experts, but general citizens. Staff
84 members must support Councilmembers and actively protect the City's interest.
85 Councilmembers need to know the general opinions of the Council when attending board
86 meetings. Staff should train board members. Reports from boards and commissions are included
87 in work session packets.

88 Councilman Conover suggested each councilmember returning and report to Council
89 about the board meetings they attend instead of staff presentations during work session/council
90 meeting.

91 Administrator Fitzgerald acknowledged reports from boards from councilmembers are
92 already on both the Council meeting and Work session agenda at the end of every meeting.

93 Director Wright asked if staff should train the boards because we are
94 experts/professional.

95 Administrator Fitzgerald noted Recorder Rayburn is planning future training
96 requirements for the boards. The Planning Commission requires training and their
97 recommendations are semi binding. If there are boards and commissions that are not fulfilling
98 Council requirements, eliminating the boards and commissions would save staff time and
99 resources. Taking minutes, staff reports, and presentations, approval of minutes and posting
100 public meetings on websites cost the City over \$100,000 in staff time. Mayor Clyde suggested
101 evaluating the boards and getting rid of some because we are meeting to death. Boards are
102 important because more people are involved and it is better for the community, as long as we are
103 professional.

104 Councilman Miller reported wasting time worries board members. Councilmembers
105 assigned to committees and should report on the committees to vet them. Bigger cities have a
106 fraction of committees compared to Springville.

107 **b) Information Services Infrastructure and Back-Up Procedures – John Gleave,**
108 **Information Services Manager- postponed**

109 Administrator Fitzgerald noted John Gleave will report on servers and the cloud and
110 security in the future.

111 **c) Aquatic and Activities Center Update – Troy Fitzgerald, City Administrator**

112 Administrator Fitzgerald stated the geotechnical report shows that the soils at the
113 Westfields site are soft and the water table is high, but it can support the building. Liquefaction
114 and differential settlement in a seismic event trouble pools significantly, with only a 1/8 of an
115 inch tolerance. Testing is ongoing. A solution is to push down a pillar 25-30 feet in the ground,
116 fill it with gravel and pre-shake the ground around the pipe underneath our pools. The contractor
117 suggested increasing fill under parking to 4 inches of asphalt and 10 inches of subbase to solve
118 the liquefaction possibility.

120 The building and site preparation includes a contingency in the contract. Additional
122 geotechnical costs might change the design, but efforts continue to provide the building Council
wants.

Mayor Clyde noted contingencies are included in construction budgets for a reason.

124 Administrator Fitzgerald stated reserve is available. Council could find a change that will
save \$1 million. Adjusting the pool size and deciding between features might be necessary.

126 Councilman Sorensen noted installing infrastructure for future features shows good intent
when budget/design is questioned.

128 Mayor Clyde expressed there is one shot to get this right. Take the reserves down to get
this built with the facilities promised.

130 Administrator Fitzgerald noted without the promised features, there will be a big
disappointment and citizens will not care about the quality and longevity of a Myrtha pool.

132 Councilman Child noted the contractor might need more funding when bids come back.

134 Administrator Fitzgerald clarified that Council and the Mayor want the hot tub back in
the budget. Keep key component costs down.

136 Councilman Child noted voters approved the bond based on the design proposed in the
contract. Build the promised aquatic center and plan to live frugally for a few years.

Councilman Miller said not to convey flexibility to the builders.

138 Administrator Fitzgerald showed preliminary drawings of the aquatic center.

Mayor Clyde questioned the color and requested a fence around parking.

140

2) MAYOR, COUNCIL, ADMINISTRATIVE REPORTS

142 Discussion with Department Directors

Commission, Board, and Committee Minute

144 i. Emergency Preparedness Committee minutes for February 18, 2016

ii. Parks and Recreation Board minutes for February 25, 2016

146 iii. Water Board minutes for March 08, 2016

148 3) CLOSED SESSION, IF NEEDED – TO BE ANNOUNCED IN MOTION

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

There was no closed session.

154

ADJOURNMENT

156 COUNCILMEMBER CONOVER MOVED TO ADJOURN THE CITY COUNCIL
MEETING AT 6:58 P.M. COUNCILMEMBER SORENSEN SECONDED THE MOTION,
158 AND ALL PRESENT VOTED AYE.



MINUTES OF THE WORK/STUDY MEETING OF THE SPRINGVILLE CITY COUNCIL HELD
ON TUESDAY, MAY 03, 2016 AT 5:15 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN
STREET, SPRINGVILLE, UTAH.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present:
Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer,
Councilmember Jason Miller, City Administrator Troy Fitzgerald, Assistant City Administrator/City
Attorney John Penrod, Assistant City Administrator/Finance Director Bruce Riddle and City Recorder
Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Power Distribution Superintendent
Brandon Graham, Buildings and Grounds Director Alex Roylance, Fred Aegerter Community
Development Director, Golf Pro Craig Norman, Public Works Director Brad Stapley, Recreation
Director Corey Merideth, Library Director Pam Vaughn and Operations Manager Rod Oldroyd. Excused
from the meeting: Councilmember Chris Sorensen

CALL TO ORDER

Mayor Clyde welcomed everyone and called the Work/Study meeting to order at 5:15 p.m.

COUNCIL BUSINESS

1) Calendar

- May 08 – Mother’s Day
- May 10 – Work/Study Meeting 5:15 p.m.
- May 14 – 2016 Art Ball at the Springville Museum of Art 6:00 p.m.
- May 17 – Work/Study Meeting 5:15 p.m., City Council Meeting 7:00 p.m.
- May 21 – Bike with the Mayor 10:00 a.m.
- May 30 – Memorial Day (City Offices Closed)

Mayor Clyde asked if there were any questions or additions to the calendar. There was none.

CEREMONIAL AGENDA

2) Ora Hardy 100th Birthday Proclamation

Mayor welcomed Ora Hardy and read the proclamation and wished her a happy 100th birthday.

3) Discussion on this evening’s Regular Meeting agenda items

- a) Invocation – Councilmember Creer
- b) Pledge of Allegiance – Councilmember Miller
- c) Consent Agenda

3. Approval of City purchase orders required to be signed per Springville City Purchasing
Code.

- 40 4. Approval of the Minutes for November 17, 2015; December 01, 2015 and December 15,
2015 Work/Study meetings.
- 42 5. Approval for the Final Plan of the Art City Center Condominiums located at 79 West
44 900 North in the CC-Community Commercial Zone – Fred Aegerter, Community
Development Director
- 46 6. Approval of equipment disposal according to the Surplus Property Policy – Scott
Finlayson, Public Safety Director
- 48 7. Approval of use of the 2016 County Recreation Bond in the amount of \$16,994.01 –
Corey Merideth, Recreation Director

50 Mayor Clyde asked if there was any discussion on tonight’s consent agenda. Councilmember
Child asked for clarification on item #7 on the Consent Agenda about the number of recommendations
52 from the Parks Board regarding the County Recreation Bond. Director Merideth explained there are six
recommendations not three as stated in the staff report.

54

4) **DISCUSSIONS/PRESENTATIONS**

56 a) **Museum of Art rental contracts** – Natalie Peterson, Museum of Art Associate Director
This item was postponed to a future meeting.

58 b) **Art City Days Float Design** – Corey Merideth, Recreation Director

Director Merideth explained the theme for this year’s Art City Days as “Explore Springville”. He
60 reviewed the Art City Days calendar for 2016 and gave a brief description of the float with a ship
design. Director Merideth reported television station Fox 13 News will be at the Balloon Fest on June
62 10, 2016 and invited the Mayor and City Council to come and participate.

64 c) **Aquatic and Activities Center Update** – Troy Fitzgerald, City Administrator

City Administrator Fitzgerald gave a brief update on the Aquatic and Activities Center. He
66 explained there has been some struggle with the budget and they are working to get the numbers
together and will report back to the Council.

68 Administrator Fitzgerald gave a description of the architect renderings explaining some of the
minor changes included from the last meeting. He stated a spa was included with a max occupancy of 18
70 and the primary driving cost is the HVAC and external materials; that includes glass, translucent panels
and metal. The family pool and sun deck will have glass panels that will completely slide out of the way
72 when the weather is appropriate. Possibility of a future water feature would be constructed outside
when the City chooses to build.

74 Mayor Clyde stated he would like to see a drawing of a potential water feature outside. He
expressed his concern about a tight fit and having room for an outside recreation pool or splash pad in
76 the future. Discussion was had regarding possibilities of land available around the Aquatic Center to
allow for future expansion.

78

Administrator Fitzgerald noted with some available time in the meeting he would like to
80 introduce other topics for discussion.

Finance Director Riddle addressed the Golf Course restaurant and a possible interested party for
82 snacks and drinks with not much use of the kitchen. He explained it would be a lean offering and

possibly expanding in the future. An option of outsourcing banquet meals that the new operator would
84 oversee is being discussed.

Director Riddle noted two items of concern. A tournament was booked contingent upon alcohol
86 sales being available. The new interested party is not firm they can offer alcohol sales, but may be able
to work through it... He stated if the Council is in agreement, staff will move forward. Councilmember
88 Conover asked, if a tournament can bring in their own food. Mayor Clyde expressed if there is a food
operator on site, they should use them.

Director Riddle explained with the recent Recreation Grant they are looking at buying a food and
90 beverage cart to use on the course. He stated the Tenant is willing to put some money into improvements
and would like to know the City's future plans and how it could be negotiated.
92

Director Riddle stated two RFPs were sent out over the last year, with no response, explaining
94 individuals have expressed interest with no further commitment.

Administrator Fitzgerald reported on the vehicle and equipment fund. He reviewed the program
96 and replacement process. He explained vehicles have an expected life and they would need to have
vehicles last longer to help fund the program. Individual departments are responsible for their vehicle
98 fund and are requested to use it wisely and forecast for future needs. He acknowledged there is a vehicle
replacement committee and they only replace like for like. Justification is needed for an expanded use.
100 Mayor Clyde asked what if any reserves are in the fund. Administrator Fitzgerald replied funds fluctuate
with resale values and funding will have heavy and light years. The vehicle and equipment replacement
102 plan has been working very well and has helped with morale to have needed equipment.

Public Works Director Stapley reported on his meeting with Utah Department of Transportation
104 (UDOT) regarding the 400 south widening project. He stated UDOT has a dedicated right turn lane
heading east into Springville the lane will need to be closed while being constructed and will affect
106 traffic. He explained they will need to close the intersection and do both sides in about 20 plus days or
do it separately and take 40 days. Mayor Clyde asked for suggested options. Director Stapley asked if if
108 the Council would be agreeably to a 24 hour work day and close the road. Director Stapley suggested
using signage on the Interstate 15 freeway to divert traffic to 1400 north and avoid 400 South.
110

City Attorney Penrod explained Item #14 on the regular agenda was added and can be postponed
112 until the next meeting on May 17, 2016.
114

116 **4) MAYOR, COUNCIL, AND ADMINISTRATIVE REPORTS**

Mayor Clyde asked for any other comments. There was none.

118 **5) CLOSED SESSION**

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120 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*
122

There was no Closed Session.

124

126

ADJOURNMENT

128 COUNCILMEMBER CHILD MOVED TO ADJOURN THE WORK/STUDY MEETING OF
130 THE SPRINGVILLE CITY COUNCIL AT 6:29 P.M. COUNCILMEMBER CONOVER SECONDED
THE MOTION, ALL VOTED AYE.

132
134 *This document constitutes the official minutes for the Springville City Council Work/Study meeting held on Tuesday,
May 03, 2016.*

136 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Springville
138 City, of Utah County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and
complete record of this meeting held on Tuesday, May 03, 2016.*

140 _____
Kim Rayburn, CMC
142 City Recorder



MINUTES OF THE REGULAR MEETING OF THE SPRINGVILLE CITY COUNCIL HELD ON
TUESDAY, MAY 03, 2016, AT 7:00 P.M. AT THE CIVIC CENTER, 110 SOUTH MAIN STREET,
SPRINGVILLE, UTAH.

Mayor Wilford W. Clyde presided. In addition to Mayor Clyde, the following were present:
Councilmember Rick Child, Councilmember Craig Conover, Councilmember Christopher Creer,
Councilmember Jason Miller, Assistant City Administrator/City Attorney John Penrod, Assistant City
Administrator/Finance Director Bruce Riddle and City Recorder Kim Rayburn.

Also present were: Public Safety Director Scott Finlayson, Buildings and Grounds Director Alex
Roylance, Public Works Director Brad Stapley, Recreation Director Corey Merideth, Power Director
Leon Fredrickson, Library Director Pam Vaughn and Operations Manager Rod Oldroyd. Excused from
the meeting Councilmember Chris Sorensen and City Administrator Troy Fitzgerald

CALL TO ORDER

Mayor Clyde welcomed everyone and called the meeting to order at 7:00 p.m.

INVOCATION AND PLEDGE

Councilmember Creer offered the invocation, and Councilmember Miller led the Pledge of
Allegiance.

APPROVAL OF THE MEETING’S AGENDA

COUNCILMEMBER CONOVER MOVED TO APPROVE THE MEETING’S AGENDA BY
MOVING ITEM #14 ON THE REGULAR AGENDA TO THE MAY 17, 2016 REGULAR MEETING.
COUNCILMEMBER CREER SECONDED THE MOTION, AND ALL VOTED AYE.

MAYOR’S COMMENTS

Mayor Clyde welcomed the Council, staff and audience. He asked if there were any scouts or
students in the audience and asked them to stand and introduce themselves. Scouts from Troops #918
were in attendance.

PUBLIC COMMENT

Mayor Clyde introduced the Public Comment section of the agenda. He asked if there were any
requests.

Randy Johnson, 368 South 1300 East; Mr. Johnson lives next to the roundabout at 400 South
1300 East and would like to see some changes to slow the traffic in the area. He expressed there are
some that did not want the roundabout, but he is “ok” with it, since the roundabout has been constructed
and there are no stop signs it has been a race track and he has witnessed many accidents. His
granddaughter with a learners permit was hit and t-boned in the roundabout. He stated he felt it

40 important to be here and ask the City Council what has been discussed about this area. He conveyed something needs to change and encouraged a police presence in the area.

42 Jeremy Barker, lives on the northwest corner of the 1300 East roundabout. Mr. Barker commented the visual improvement has helped with traffic in the area. He stated he has small children and they do not play in the front yard for fear of vehicles coming into their yard. He stated he has witnessed over 20 automobile accidents and trucks passing cars in the roundabout. He expressed he is concerned and wants to make sure his voice is heard. He offered to provide pictures to the Council for review.

48

CEREMONIAL AGENDA

50 1. Recognition of the current CERT Program Graduates

Public Safety Director Scott Finlayson introduced CERT Coordinator Martin Palmer who is a part of the Emergency Preparedness Committee and helps to manage the Community Emergency Response Team (CERT) training classes. Mr. Palmer thanked the recent CERT graduates for attending the class to be more prepared in the event of a large incident or disaster in the community.

The CERT graduates were called to the front and presented their certificates, they were; Christine Graham, Charles Graham, Larry and Debra Lamb, Jeremy Fox, Jeanette Empey, Mike and Tanner Stevenson, Michelle Stevenson and Paula Walker. Mayor Clyde thanked them for their service and being involved in the community.

60 2. Presentation by Miss Pleasant Grove and Attendants

Ms. Allison Lawrence, Miss Pleasant Grove introduced her attendants: Ms. Jessica Matheson, Ms. Sam Taylor, Ms. Abbie Hall and Ms. Brooke Bishop.

Ms. Lawrence and attendants invited the Mayor, Council and Springville residents to the upcoming Strawberry Days events in Pleasant Grove and offered the Council strawberry cheesecake. Mayor Clyde thanked them for taking the time to come and visit.

66

CONSENT AGENDA

- 68 3. Approval of City purchase orders required to be signed per Springville City Purchasing Code.
- 69 4. Approval of the Minutes for November 17, 2015; December 01, 2015 and December 15, 2015
70 Work/Study meetings.
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Public Safety Director
- 74 7. Approval of use of the 2016 County Recreation Bond in the amount of \$16,994.01 – Corey
75 Merideth, Recreation Director

78

COUNCILMEMBER CHILD MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN.

COUNCILMEMBER CREER SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

82

PUBLIC HEARING

86 8. **Consideration of a proposed amendment to the Land Use Map of the General Plan from**
87 **Medium Density Residential to Commercial for the property at 665 West 400 South – Fred**
88 **Aegerter, Community Development Director**

89 Director Aegerter reviewed the proposed amendment of the Land Use Map and explained access
90 off of 400 south is in place and noted the property was included in a 2014 rezone and was denied.
91 Director Aegerter explained the Planning Commission discussed the access and the lot having sufficient
92 area for commercial use. Director Aegerter reported citizens addressed the Planning Commission during
93 a public hearing, where some expressed they would rather have commercial than duplexes. Director
94 Aegerter reviewed some of the concerns the Planning Commission discussed in their meeting.

96 Mayor Clyde opened the public hearing for comment.

97
98 Angela Wright, expressed her father in law built a white brick home in the area, and currently
99 lives in the home. She stated her concern is the home is close to businesses, and they are not able to turn
100 left to go west and are forced to go into Springville and turn around in order to go west. She explained
101 there is an electronic sign shining into her home; with four lanes of traffic she can hear cars and
102 motorcycles. Ms. Wright commented her home is the only residence along 400 South in this area and
103 she requests the property be rezoned to commercial.

104
105 COUNCILMEMBER CREER MOVED TO CLOSE THE PUBLIC HEARING.
106 COUNCILMEMBER CONOVER SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR
107 OF THE MOTION. THE MOTION PASSED UNANIMOUSLY.

108
109 COUNCILMEMBER CONOVER MOVED TO APPROVE ORDINANCE #05-2016
110 AMENDING THE LAND USE MAP ELEMENT OF THE GENERAL PLAN FROM MEDIUM
111 DENSITY RESIDENTIAL TO COMMERCIAL FOR THE PROPERTY AT 665 WEST 400 SOUTH.

112 COUNCILMEMBER CHILD SECONDED THE MOTION.

113
114 Mayor Clyde asked Director Aegerter about the last request for a rezone and what the Planning
115 Commission recommended. Director Aegerter replied the size and access points overall were discussed
116 and the majority felt it would be appropriate to consider a map amendment and the stub roads into the
117 property were considered.

118 Mayor Clyde asked if the big field to the east would remain R2. Director Aegerter stated that is
119 correct and explained the R2 zone. Mayor Clyde asked if the single family residence was considered.
120 Director Aegerter replied they were. A person in the audience voiced, “a third party would like it to be
121 rezoned commercial”.

122 Calvin Bird stated he was concerned. He explained he was a part of the other rezone request that
123 was denied, and was told the access was too close to 775 West and it would need to move further to the
124 east. He commented he would like to see his property in the commercial zone and this will make it
125 difficult to get access onto 400 south.

THE VOTE IS RECORDED AS FOLLOWS:

128 COUNCILMEMBER CHILD AYE
COUNCILMEMBER CONOVER AYE
130 COUNCILMEMBER CREER AYE
COUNCILMEMBER MILLER AYE
132 COUNCILMEMBER SORENSEN ABSENT

ORDINANCE #05-2016 APPROVED

134

REGULAR AGENDA

136 9. **Consideration of an Ordinance amending the Official Zone Map from the R2 Single/Two-**
Family Residential to the NC-Neighborhood Commercial Zone for the property at 665
138 **West 400 South** – Fred Aegerter, Community Development Director
Director Aegerter commented this item is to be considered with the land use map.

140

COUNCILMEMBER CREER MOVED TO APPROVE **ORDINANCE #06-2016** AMENDING
142 THE OFFICIAL ZONE MAP FROM THE R2 SINGLE/TWO-FAMILY RESIDENTIAL TO THE NC-
NEIGHBORHOOD COMMERCIAL ZONE FOR THE PROPERTY AT 665 WEST 400 SOUTH.

144 COUNCILMEMBER CONOVER SECONDED THE MOTION. THE VOTE IS RECORDED
AS FOLLOWS:

146 COUNCILMEMBER CHILD AYE
COUNCILMEMBER CONOVER AYE
148 COUNCILMEMBER CREER AYE
COUNCILMEMBER MILLER AYE
150 COUNCILMEMBER SORENSEN ABSENT

ORDINANCE #06-2016 APPROVED

152

10. **Consideration of an Ordinance Amending Title 3, Chapter 7, Section 108 pertaining to**
154 **Wild Animals** – Scott Finlayson, Public Safety Director
Chief Finlayson reported a couple months back a Wildlife representative suggested an ordinance
156 be put into place to not feed wild animals and he is here tonight to present the amendment.

158 Mayor Clyde asked if an individual could be cited for feeding wild animals. Chief Finlayson
replied, yes it is a misdemeanor. Although feeding wild birds would not be included, it does increase the
deer in the area.

160

COUNCILMEMBER CONOVER MOVED TO APPROVE **ORDINANCE #07-2016**
162 AMENDING SPRINGVILLE CITY CODE 3-7-108 ON WILD ANIMALS BY ADOPTING
SECTIONS 3-7-108(4) AND 3-7-108(5).

164 COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

166 COUNCILMEMBER CHILD AYE
COUNCILMEMBER CONOVER AYE
168 COUNCILMEMBER CREER AYE
COUNCILMEMBER MILLER AYE
170 COUNCILMEMBER SORENSEN ABSENT

ORDINANCE #07-2016 APPROVED

172 **11. Consideration of a Resolution establishing rates and fees and clarifying initiation dates for**
173 **those rates and fees for providing culinary and secondary water by means of the**
174 **Springville City municipal culinary and secondary water systems – Brad Stapley, Public**
175 **Works Director**

176 Public Works Director Stapley reported last month rates and fees were set up with Council
177 approval and this resolution will clarify the billing dates.

178 Director Stapley described the pipeline is pressurized and residence are starting to connect. He
179 stated he would like to move dates back for secondary water rates to start billing in July with a due date
180 in August. This will allow staff enough time to inspect meters and assist residents. Councilmember
181 Miller asked if the incentive deadline should be pushed out. Director Stapley replied the September date
182 can be pushed back if needed; they could start with September and review it later. He also explained
183 information can be accessed on the City website.

184 Councilman Child suggested letting residents know to open their valves in the fall to drain the
185 pressurized irrigation pipe. He also asked how many new construction connections are expected.
186 Director Stapley replied he does not have that number and will get the information for the Council.

188 Director Stapley commented on another item, stating he is currently working with a UDOT
189 Traffic Engineer regarding the pedestrian flashing light at the cross walk on Main Street and 100 South.
190 He explained UDOT will inspect the base and the Public Works staff will plan to have them installed
191 before Art City Days.

192
193 COUNCILMEMBER MILLER MOVED TO APPROVE **RESOLUTION #2016-06**
194 **ESTABLISHING RATES AND FEES AND CLARIFYING INITIATION DATES FOR THOSE**
195 **RATES AND FEES FOR PROVIDING CULINARY AND SECONDARY WATER BY MEANS OF**
196 **THE SPRINGVILLE CITY MUNICIPAL CULINARY AND SECONDARY WATER SYSTEMS AS**
197 **SHOWN IN EXHIBIT A.**

198 COUNCILMEMBER CREER SECONDED THE MOTION. THE VOTE IS RECORDED AS
199 FOLLOWS:

200	COUNCILMEMBER CHILD	AYE
	COUNCILMEMBER CONOVER	AYE
202	COUNCILMEMBER CREER	AYE
	COUNCILMEMBER MILLER	AYE
204	COUNCILMEMBER SORENSEN	ABSENT

205 **RESOLUTION #2016-06 APPROVED**

206
207 **12. Consideration of approving an Interlocal Agreement between the Agency and Springville**
208 **City wherein the City consents to the Agency receiving a portion of sales tax revenues**
209 **generated by sales within the Springville North Community Development Project Area -**
210 **John Penrod, Assistant City Administrator/City Attorney**

211 City Attorney Penrod explained this item is in conjunction with the RDA information reviewed
212 earlier this evening. John, explained the interlocal agreement is between the City and the Agency
213 wherein the the City would provide half of the sales tax the city collects with respect to a site located in
214 the Spring Pointe Development subdivision located on the westside of Interstate 15 for up to five years
to a maximum of \$200,000.

216 COUNCILMEMBER CONOVER MOVED TO APPROVE **RESOLUTION #2016-09** THAT
APPROVES AN INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND SPRINGVILLE
218 CITY WHEREIN THE CITY CONSENTS TO THE AGENCY RECEIVING A PORTION OF SALES
TAX REVENUES GENERATED BY SALES WITHIN THE SPRINGVILLE NORTH COMMUNITY
220 DEVELOPMENT PROJECT AREA.

COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS
222 FOLLOWS:

224	COUNCILMEMBER CHILD	AYE
	COUNCILMEMBER CONOVER	AYE
	COUNCILMEMBER CREER	AYE
226	COUNCILMEMBER MILLER	AYE
	COUNCILMEMBER SORENSEN	ABSENT

228 **RESOLUTION #2016-09 APPROVED**

230 **13. Consideration of an agreement between Springville City and Mark Wilson to install a**
sewer line under the railroad tracks – John Penrod, Assistant City Administrator/City
232 Attorney

City Attorney Penrod reported a business owner Mark Wilson owns property on the east side of
234 the railroad tracks at the location of 380 West and 700 South and his property is currently being serviced
with a septic system. In 2014, Springville entered into a Pipeline Crossing Agreement with UTA that
236 granted the City the right to install a pressurized irrigation pipeline and a sewer pipeline under the
railroad tracks at approximately 400 West and 700 South. The City decided that it did not need nor
238 could it afford to install the sewer pipeline in 2014.

Attorney Penrod stated Mr. Wilson wants to increase his business's sewer capacity and has asked
240 the City if he could be allowed to install the 8" sewer line pursuant to the City's license agreement with
UTA, and in return, Mr. Wilson will pay for the installation of the sewer line and indemnify the City.
242 The City could then use the sewer line in its system for properties near Mr. Wilson's business.

Councilman Child asked if there is a casing in place. Attorney Penrod replied Mr. Wilson will
244 install the casing.

Mayor Clyde asked if he will have reimbursement capabilities with the City. Attorney Penrod
246 replied he would not and explained the City staff is not in agreement with the project and stated if Mr.
Wilson waited a few years he would not need to bore but open cut. Mayor Clyde asked if he should
248 have some consideration if other residents are able to hook onto the system. Attorney Penrod replied he
would look into the ordinance to see if he can be reimbursed and explained frontage maybe necessary
250 for the reimbursement.

252 COUNCILMEMBER CREER MOVED TO APPROVE THE EXECUTION OF AN
AGREEMENT BETWEEN SPRINGVILLE CITY AND MARK WILSON WHEREIN MR. WILSON
254 WILL INSTALL AN EIGHT INCH SEWER LINE UNDER THE RAILROAD TRACKS UNDER A
LICENSE THE CITY HAS WITH UTA, WHICH SEWER LINE WILL BE USED FOR MR.
256 WILSON'S BUSINESS PROPERTY AND DEDICATED TO THE CITY FOR THE SEWER NEEDS
OF OTHER PROPERTIES LOCATED NEAR MR. WILSON'S PROPERTY.

258 COUNCILMEMBER CONOVER SECONDED THE MOTION, AND ALL VOTED AYE.

260 14. **Consideration of an Interlocal Agreement for a Community Development Block Grant**
262 **Program between Utah County and Springville City** – John Penrod, Assistant City
Administrator/City Attorney

264 Item moved to May 17, 2016 Regular Council Meeting

266 15. **Presentation and discussion of the tentative Fiscal Year 2016/2017 Springville City Budget,**
268 **and a request to schedule a Public Hearing date and time for formal adoption of the Final**
268 **Budget on June 07, 2016** – Bruce Riddle, Assistant City Administrator/Finance Director

270 Director Riddle provided an overview of the General Fund and asked for any questions. He
270 explained the wage and benefit item with a new early retirement program and a new benefit plan. A
review of capital projects and new programs and services was presented.

272 Director Riddle explained the tentative budget items that changed since the budget retreat by
adding a part time Economic Development Coordinator and reducing the PTO benefit by eight hours on
274 the Vanguard plan. Director Riddle asked if the Council wanted to proceed with the Memorial Field
lighting at a cost of approximately \$135,000.

276 Mayor Clyde asked about the bleacher replacements. Director Merideth replied they need to be
brought up to code. Councilman Creer stated he would like work on the lights in the next budget year.
278 Council was in agreement

280 COUNCILMEMBER CONOVER MOVED TO APPROVE **RESOLUTION #2016-07** BY
THE SPRINGVILLE CITY COUNCIL TO ADOPT THE CITY OF SPRINGVILLE TENTATIVE
282 BUDGET FOR FISCAL YEAR 2016-2017 AND SET A PUBLIC HEARING FOR ADOPTION OF
THE FINAL BUDGET ON JUNE 7, 2016, AT 7:00 P.M.

284 COUNCILMEMBER MILLER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

286	COUNCILMEMBER CHILD	AYE
	COUNCILMEMBER CONOVER	AYE
288	COUNCILMEMBER CREER	AYE
	COUNCILMEMBER MILLER	AYE
290	COUNCILMEMBER SORENSEN	ABSENT

RESOLUTION #2016-07 APPROVED

292
294 16. **Presentation and discussion of the tentative Spanish Fork/Springville Airport Budget for**
294 **Fiscal Year 2016/2017, and a request to schedule a Public Hearing date and time for formal**
296 **adoption of the Final Budget on June 07, 2016** – Bruce Riddle, Assistant City
Administrator/Finance Director

298 Director Riddle reviewed the Airport budget and stated operations are generally flat, with a
potential shift in management of the Airport and shouldn't have any budget implications. Capital
expenditures will be scaled back most of which is funded by FAA or State Grants.

300
302 COUNCILMEMBER MILLER MOVED TO APPROVE **RESOLUTION #2016-08** BY THE
SPRINGVILLE CITY COUNCIL TO ADOPT THE SPRINGVILLE / SPANISH FORK AIRPORT
TENTATIVE BUDGET FOR FISCAL YEAR 2016-2017 AND SET A PUBLIC HEARING FOR

304 ADOPTION OF THE FINAL BUDGET ON JUNE 7, 2016, AT 7:00 P.M.

306 COUNCILMEMBER CREER SECONDED THE MOTION. THE VOTE IS RECORDED AS
FOLLOWS:

308	COUNCILMEMBER CHILD	AYE
	COUNCILMEMBER CONOVER	AYE
	COUNCILMEMBER CREER	AYE
310	COUNCILMEMBER MILLER	AYE
	COUNCILMEMBER SORENSEN	ABSENT

312 **RESOLUTION #2016-08 APPROVED**

314 **MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**

316 Attorney Penrod reported the Springville Irrigation Company has raised their fees significantly
for reviewing development plans for irrigation facilities on their properties. The increase has gone from
approximately \$6000 to \$12,000. Developers are giving push back and possibly challenging the fees.

318 Councilman Child reported he was told “they have been doing this for a couple of years, because
they outsource their engineering and they have to redesign everything that comes in”. Attorney Penrod
320 explained as an owner in the irrigation company sign off is needed for the development to go forward.
Currently the City has one vote out of eight on the board. Attorney Penrod recommended taking a strong
322 position and to send a letter to the Irrigation Company. Mayor Clyde stated they need to be asked to
justify their cause.

324 **CLOSED SESSION**

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

There was no closed session.

330 **ADJOURNMENT**

332 COUNCILMEMBER CONOVER MOVED TO ADJOURN THE CITY COUNCIL MEETING
AT 8:22 P.M. COUNCILMEMBER CHILD SECONDED THE MOTION, AND ALL VOTED AYE.

334
336 *This document constitutes the official minutes for the Springville City Council Regular meeting
held on Tuesday, May 03, 2016.*

338 *I, Kim Rayburn, do hereby certify that I am the duly appointed, qualified, and acting City
Recorder for Springville City, of Utah County, State of Utah. I do hereby certify that the foregoing
340 minutes represent a true and accurate, and complete record of this meeting held on Tuesday, May 03,
2016.*

342
344

Kim Rayburn, CMC
City Recorder

346



STAFF REPORT

DATE: June 29, 2016

TO: Mayor and City Council

FROM: Jeff Anderson, City Engineer

SUBJECT: **800 SOUTH – 800 EAST TO 1440 EAST & RIVER BOTTOM ROAD – 1700 EAST TO CRANBERRY WAY, MILL AND OVERLAY PROJECT**

RECOMMENDED ACTION

Motion to:

Award the **800 South – 800 East to 1440 East and River Bottom Road – 1700 East to Cranberry Way Mill and Overlay** project to the lowest responsible bidder **Geneva Rock Products, Inc.** in the amount of \$ **235,409.66** and authorize the Director of Public Works to issue a Notice to Proceed for the project.

BACKGROUND

Last year the City completed the installation of the 36-inch pressure irrigation (PI) distribution pipeline. The pipeline was installed from the new PI reservoir at Bartholomew park (located at approx. 2900 East and 1100 East) to the intersection of 950 West and 700 South. The alignment for the pipeline primarily ran down River Bottom Road and 800/900 South. The installation of such a large pipeline (in addition to the realignment of other utilities that were in conflict with the new pipe) resulted in a large patch in the roadway and damage to the remaining road surface from the heavy equipment used during the installation. For most of the project, the new patch was located on one side of the road and resulted in a new road surface for half the driving surface. The City decided to wait a year to allow for any settlement in the trenches before a surface treatment was installed to cover the trench patch and improve the ride-ability of the disturbed roadways. After a year most of the trenches have held up quite well and a crack seal and micro-surfacing of the roadway will be sufficient. The micro-surfacing contract will be put out for bid in July and installed later in the summer.

A few sections of road had additional utilities installed in conjunction with the PI pipeline and additionally the PI pipeline crossed from one side of the road to the other causing both sides of the road to be torn up and patched. As a result of all the extensive construction in these areas the roadway has become a “patchwork” of old and new patches and is a very rough section of road to drive. The Public Works Department assessed the condition of the affected roadways and has decided to mill and overlay the worst sections. The worst section of road was identified to be 800 South from 800 East 1440 East (adjacent to Springville High School). The roadway sections to be milled and overlaid were identified and the construction limits established, budgeted for and

CITY COUNCIL MEETING

April 21, 2015

planned to be completed in the 2016-17 fiscal year. As a result of the roadway being in front of the high school, this project will need to be completed prior to school starting in August 2016.

BID RESULTS

Last month, Mapleton City went out to bid for a Mill and Overlay project on 1600 North (Mapleton) (which is 1600 South in Springville) from US 89 – to Main Street in Mapleton. The west portion of this project (the connection to US 89) fell within Springville City limits. Springville City worked with Mapleton early in the bid process and agreed to cover the cost of approx. 900 feet of the roadway to be milled and overlaid under the contract let by Mapleton.

Mapleton City went through the required competitive public bidding process and received very good prices for this project. The Engineering Division reviewed the awarded bid, noted the bid was well below the estimated cost for mill and overlay work used for budgeting, and inquired if the contractor would be willing honor the same unit prices for our mill and overlay work needed on 800 South. The Contractor agreed to honor the unit prices and said they could move down to Springville as soon as work was completed in Mapleton.

Using a bid from another governmental agency is allowed under the Springville City Code. Springville City Municipal Code, Title 2, Chapter 10, Section 2-10-109, (12) states, *“Purchases by Other Governmental Entities. If another governmental entity has, after a competitive process, awarded a bid to purchase supplies from a particular vendor within the preceding one hundred eighty (180) days, the quoted price may be deemed to be the lowest price available for such items and the City need not follow formal purchasing procedures. Any such purchase must be approved by the City Administrator on a case by case basis.”*

Due to the bid coming in under the budgeted amount, the City was able to extend the limits of the mill and overlay to include another section of damaged, highly patched road. The section of roadway that will be included with this mill and overlay project will be River Bottom Road from 1700 East to Cranberry Way. Additionally there are a few cross trenches that have settled on 800 South between 400 East and 800 East will be skin patched to level them out prior to the micro-surface treatment being applied later this year.

SCOPE OF WORK

This project will include a 2-inch profile mill and 2-inch overlay of 800 South from 800 East to 1440 East for the entire width of the roadway (lip of gutter to lip of gutter); a 1.5-inch edge mill (from lip of gutter out seven feet) along both sides of the road, application of a leveling course to bring the low spots up to grade and a 2-inch overlay of the entire roadway (lip of gutter to lip of gutter) on River Bottom Road from 1700 East to Cranberry Way. Additionally, as noted above, several settled cross trenches on 800 South from 400 East to 800 East will be skin patched and leveled out. This work will be done in preparation for the micro-surface treatment which will be installed later this summer.

Exhibit “A” shows the construction limits for this project.

FISCAL IMPACT

Funding

This project is funded in the approved 2016-17 Fiscal Year Budget:

- GL # 45-4410-932 , MILL AND OVERLAY \$ 530,086.00

The engineers estimate and budgeted amount for the 800 S – 800 E to 1440 E section was \$ 241,700.31. This amount will cover the cost for the entire scope of work described above, including the extension onto River Bottom Road. The lowering, raising and collaring of manholes and valves will be covered in a separate contract. The City will haul and keep the mill tailings.

The lump sum amount for this contract will be **\$235,409.66**

The bid break down is included in Exhibit “B” – Contractor Bid

Exhibit "A"



Exhibit "B" – Contractor Bid



GENEVA ROCK PRODUCTS, INC.

READY MIX CONCRETE • SAND & GRAVEL • ASPHALT & CONCRETE PAVING • CONSTRUCTION

PO Box 571618, Salt Lake City, UT 84157
(801) 281-7900

PROPOSAL DATE: 6/28/2016

CONTRACT PROPOSAL / AGREEMENT

SUBMITTED TO: SPRINGVILLE CITY
(PURCHASER)

ESTIMATE NUMBER: U16AC003

ESTIMATED START: JULY

PROJECT NAME: 2016 ASPHALT

PROJECT #: _____

LOCATION: _____

CONTACT: JEFF ANDERSON

SPRINGVILLE, UT

PHONE: 801-491-2719

Geneva Rock Products, Inc. ("GENEVA ROCK") hereby agrees to furnish all labor and material for the completion of the work described below. This Contract Proposal/Agreement does not include design services. Design services, if desired, shall be contracted for and paid for by the Purchaser prior to entering into this Contract Proposal/Agreement.

ITEM	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SEE ATTACHED				

Total \$ -

UNIT PRICE (actual quantities to be measured and invoiced)

LUMP SUM

NOTE: Excludes survey, QA testing, permits, fees, striping, sterlant, fabric, utility adjustments/risers/collars, soft spot repair.

RELEASE: GENEVA ROCK may, at its sole discretion, require a warranty release for all paving projects that will be done after October 15th or during cold/wet weather.

ASPHALT OIL SURCHARGE: All asphalt quotes are subject to a surcharge which is based on the FOB price/availability of liquid asphalt oil on the date of proposal vs. the price/availability of the liquid asphalt oil on the date asphalt is placed. The benchmark for price/availability from the date of proposal can be provided upon request. See surcharge schedule below:

PRICE \$ - Price may be subject to change if Contract Proposal/Agreement is not accepted within 30 calendar days of the Proposal Date.

PAYMENT TERMS: Purchaser shall pay GENEVA ROCK according to GENEVA ROCK's Credit Application and Conditions of Material Sales and Contract Services with Purchaser, including payment of accrued finance charges.

PROPOSAL DATE: 6/28/2016

PREPARED BY: AMANDA CLYDE

ACCEPTANCE: For valuable consideration, the legal sufficiency of which is hereby acknowledged, this Proposal is accepted and is a binding contract (the "Contract Proposal/Agreement"). GENEVA ROCK is authorized to perform the work described herein. Scheduling and construction of this work will not occur until a signed copy of this Contract Proposal/Agreement is received and upon credit approval. All terms and conditions of the signed GENEVA ROCK Credit Application and Conditions of Materials Sales and Contract Services along with any and all associated guarantees, including personal guarantees, shall apply to this Contract Proposal/Agreement and are fully incorporated herein. Purchaser acknowledges receipt of the Terms and Conditions on the reverse or following page of this document, all of which are incorporated herein and made a part hereof.

PURCHASER: _____

SIGNATURE: _____

ACCEPTANCE DATE: _____

PRINTED NAME: _____

TITLE: _____

TERMS AND CONDITIONS

1. Purchaser represents to be the record owner or authorized agent of the record owner of the real property that shall be improved pursuant to this Contract Proposal/Agreement (the "Property") with authority to enter into contractual agreements and to grant GENEVA ROCK authority to perform the work identified herein. The Purchaser agrees that all materials in this Contract Proposal/Agreement will be used in the improvement of the Property. Purchaser shall not use this document to acquire financing.
2. This Contract Proposal/Agreement shall only be modified by written change order signed by GENEVA ROCK and Purchaser. Oral requests for change shall not be binding on GENEVA ROCK unless reduced to writing by change order.
3. Purchaser shall assume full responsibility for the accuracy of all lines, levels, quantities, locations and measurements and their relation to the work to be performed by GENEVA ROCK. No representation or warranty, express or implied, is made as to the quantities, sizes, grades, specifications, or other matters relating to the needs of the Project. In all cases where dimensions are governed by conditions, already established or otherwise, the responsibility for coordination of such conditions as it relates to GENEVA ROCK's work shall rest entirely on the Purchaser. It is the Purchaser's sole responsibility to compare the items on this Contract Proposal/Agreement with plans and specifications for accuracy and completeness. Any variations or modifications from specified lines, grades or dimensions required shall be the responsibility of the Purchaser and subject to a change order should additional work be required of GENEVA ROCK.
4. In the event the record owner of the Property sells, mortgages, or otherwise transfers or encumbers the Property, the total amount herein provided shall become immediately due and payable as to any and all amounts then unpaid.
5. In the event of defective work, GENEVA ROCK's sole and exclusive liability shall be to repair or replace defective work at its discretion. In no event shall GENEVA ROCK be liable for special, incidental, or consequential damages, including but not limited to, loss of good will, loss of profits, or loss of use.
6. In the event that material costs (other than asphalt which shall be subject to the surcharge discussed above) on which this Contract Proposal/Agreement is based rise in excess of fifteen percent (15%) during the course of the work, Purchaser agrees that these increased costs, in their entirety, shall be billed to Purchaser as an automatic adjustment to the Contract Proposal/Agreement.
7. To the extent that the contracted price is based on a specific unit or square foot price, Purchaser agrees that the number of units or square feet indicated is an approximation, and that GENEVA ROCK shall be paid in full for the actual units or square feet completed as determined by field measurement by GENEVA ROCK.
8. GENEVA ROCK shall not be liable for failure of performance or failure of delay in delivery by reason of any event beyond the control of GENEVA ROCK, including, but not limited to, strikes; labor disputes; fire; flood; weather; embargo; war or other hostilities; government authority or regulation; acts of God; shortage of material or fuel; as a result of actions of Purchaser, record owner, or any other person; or as a result of the extension of time granted by Purchaser. Upon the occurrence of such delay, GENEVA ROCK shall receive an equitable extension of time for the completion of the Contract Proposal/Agreement. GENEVA ROCK shall not be entitled to any damages or compensation as a result of said delay except to the extent that said delay was caused by the Purchaser, record owner, or persons employed by the Purchaser or record owner.
9. GENEVA ROCK assumes no risk of non-disclosed or unforeseen conditions of the Property, including, but not limited to, hazardous substances (as defined by applicable law). In the event that hazardous substances are present on the Property (other than hazardous substances introduced by GENEVA ROCK), Purchaser agrees to indemnify GENEVA ROCK and its officers, directors, employees, agents, representatives, and subcontractors from and against any and all losses, claims, damages, fines, penalties, liabilities, injuries, costs and expenses (including all attorney fees and costs incurred in any civil, criminal, or administrative proceeding) arising from such hazardous substances, including, but not limited to, the presence or use, generation, storage, treatment, containment, release, threatened release, disposal of, exposure, or threatened exposure.
10. Unless otherwise noted, all federal, state, and other taxes of any nature related to this Contract Proposal/Agreement shall be borne by Purchaser.
11. GENEVA ROCK warrants that all materials covered by this Contract Proposal/Agreement shall conform to industry standards. No implied warranties of fitness or merchantability are given and are expressly disclaimed by GENEVA ROCK.
12. This Contract Proposal/Agreement combined with the Credit Application and Conditions of Material Sales and Contract Services comprise the total agreement and supersede all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written. This Contract Proposal/Agreement shall be construed and interpreted as if drafted equally by all Parties hereto.
13. This Contract Proposal/Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law provisions. Purchaser agrees that any legal action brought hereunder may be brought in Salt Lake County, Utah or Utah County, Utah at the sole option of GENEVA ROCK.

06/28/2016
U16AC003A

9:06
SPRINGVILLE CITY 2016

*** TRAVIS THOLSTROM

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	Traffic Control	1.000	LS	4,100.00	4,100.00
20	Flagging	77.000	HRS	17.00	1,309.00
30	Mob	1.000	LS	2,600.00	2,600.00
50	2" Profile Mill	20,460.000	SY	0.69	14,117.40
55	Haul Tailings - If Needed	1.000	HR	125.00	125.00
70	1/2" Asphalt	2,400.000	TON	56.75	136,200.00

900 S (800 E TO 1440 E)

\$158,326.40

110	Traffic Control	1.000	LS	2,100.00	2,100.00
120	Flagging	25.000	HR	17.00	425.00
130	Mob	1.000	LS	850.00	850.00
140	7' Edgemill 1.5" thick	2,067.000	SY	1.28	2,645.76
155	Haul Tailings - If Needed	1.000	HR	125.00	125.00
170	1/2" Asphalt	790.000	TON	56.75	44,832.50
180	Asphalt Leveling	200.000	TON	92.00	18,400.00

RIVERBOTTOM WAY (1700 E TO CRANBERRY)

\$69,253.26

310	Traffic Control	1.000	LS	1,000.00	1,000.00
320	Flagging	20.000	HR	17.00	340.00
330	Mob	1.000	LS	510.00	510.00
360	Asphalt leveling patch	65.00	TON	92.00	5,980.00

PATCHING ON 800 S (400 E TO 800 E)

\$7,830.00

Bid Total =====>

\$235,409.66



SPANISH FORK-SPRINGVILLE AIRPORT

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

June 29, 2016

Staff Report

To: Honorable Mayors and City Councils

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

Subject: Questar Natural Gas Line Easement

Recommended Motion: Approve the attached Easement with Questar.

Background/Discussion: In order to provide Natural Gas for heating of the new Hangars under construction it will be necessary to extend the natural gas line on the Airport. Questar is requesting that the attached easement be executed to enable them to extend their line to accommodate the new hangar construction.

Alternatives: No Heat, or Electric Heat would be an option though the electrical supply has not been sized for such a load and it would be much more expensive for the end user.

Fiscal Impact:

None.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360
MJ 2009170.lc;YJ

Space above for County Recorder's use
PARCEL I.D.# 22:044:0013

RIGHT-OF-WAY AND EASEMENT GRANT
ROW# 39325

SPANISH FORK CITY CORPORATION, a municipal corporation of the State of Utah, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement sixteen (16) feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), through and across the following described land and premises situated in the County of Utah, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in the Section 12, Township 8 South, Range 2 East, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above described land and premises as follows, to-wit:

POINT OF BEGINNING BEING:

**SAID POINT BEING N 00° 30' 18" E 417.15 FEET AND N 89° 13' 21" W 2299.76 FEET
FROM THE EAST QUARTER CORNER OF SECTION 12, T8S, R2E, SLB&M;
THENCE S 44° 47' 57" W 45.69 FEET; THENCE N 45° 29' 04" W 349.17 FEET;
THENCE N 42° 46' 22" E 447.96.**

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities.

Grantor(s) shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way and easement without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way and easement, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way and easement that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the right-of-way and easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way and easement shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this ____ day of _____, 2016.

[End of page; signature page follows]

**GRANTOR:
SPANISHFORK CITY CORPORATION**

By- _____
Steve Leifson, Mayor

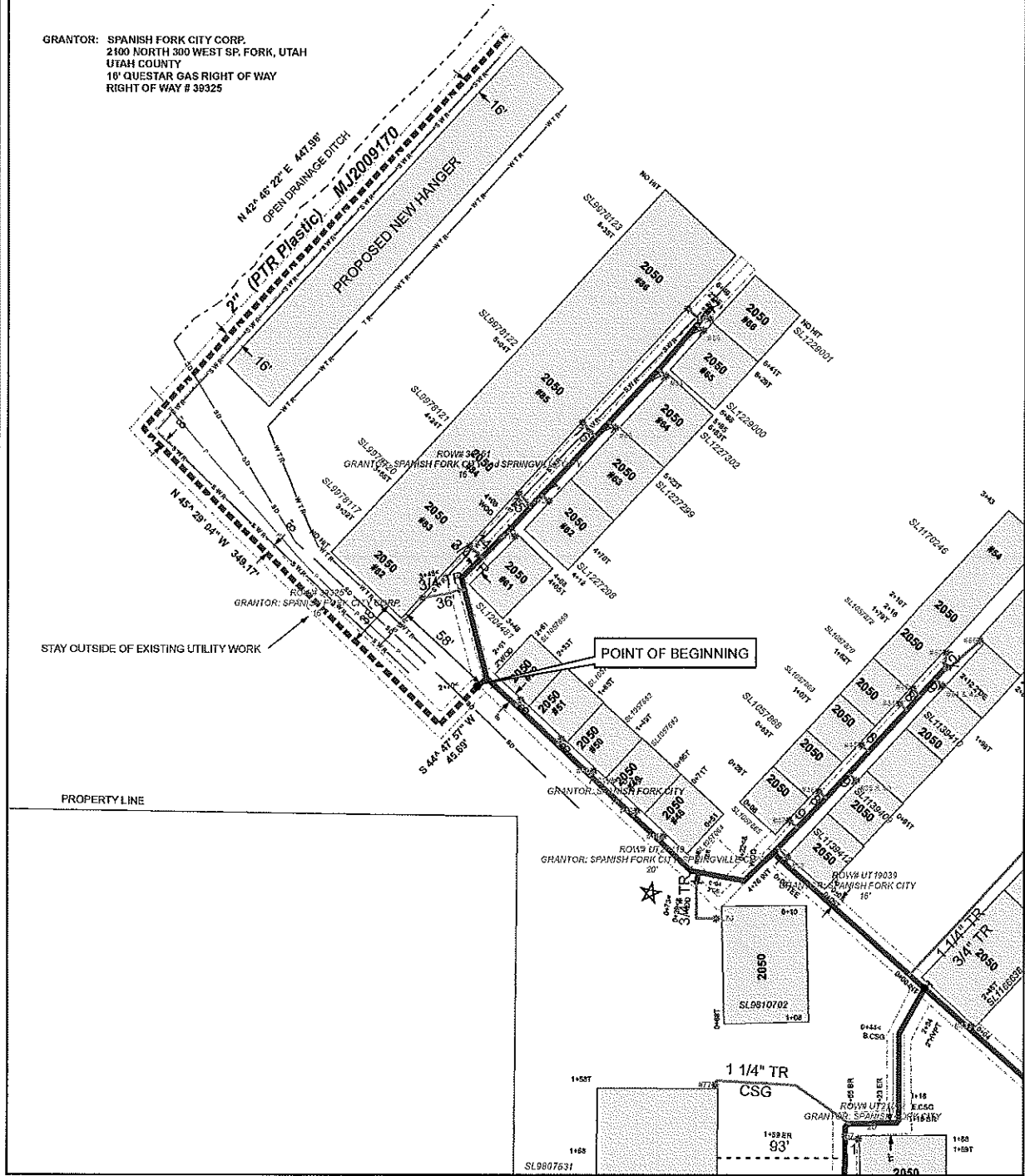
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the _____ day of _____, 2016 personally appeared before me Steve Leifson who, being duly sworn, did say that he is the Mayor of Spanish Fork City Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its City Council or its Bylaws.

Notary Public

POINT OF BEGINNING BEING:
 SAID POINT BEING N 00° 30' 18" E 417.15 FEET AND N 89° 13' 21" W 2299.76 FEET
 FROM THE EAST QUARTER CORNER OF SECTION 12, T8S, R2E, SLB&M;
 THENCE S 44° 47' 57" W 45.69 FEET; THENCE N 45° 29' 04" W 349.17 FEET;
 THENCE N 42° 46' 22" E 447.96.

GRANTOR: SPANISH FORK CITY CORP.
 2100 NORTH 300 WEST SP. FORK, UTAH
 UTAH COUNTY
 10' QUESTAR GAS RIGHT OF WAY
 RIGHT OF WAY # 39325



NOTES: RIGHT OF WAY LOCATED IN SECTION 15, T8S, R2E, SLB&M GRANTOR: SPANISH FORK CITY CORP. RIGHT OF WAY 16' WIDE RIGHT OF WAY # 39325	INSTALL APPROX <u>820</u> FT OF 2"(P-TR) PIPE INSTALL APPROX _____ FT OF _____ PIPE INSTALL APPROX _____ FT OF _____ PIPE INSTALL APPROX _____ FT OF _____ PIPE INSTALL APPROX _____ FT OF _____ PIPE TOTAL FOOTAGE <u>820</u>	ISOLATION VALVE # _____ ISOLATION VALVE # _____ ISOLATION VALVES ANODES SERVICE LINE TEST AND TIES SERVICE LINE REPLACEMENTS SERVICE LINES KILLED	CITY OF SPANISH FORK CENTER CENTRAL SUB/PROJ NEW AIRPORT HANGER JOB LOCATION <u>2100 NORTH 300 WEST</u> PROJECT CONTACT: B MATTINSON PHONE # 801-853-6585 CELL # 801-261-2973 MJ2009170 DRAWN BY: DWG DATE: 3/7/2016 QUESTAR MAPPING # 801-324-3970
	SHEET 1 OF 1		



SPANISH FORK-SPRINGVILLE AIRPORT

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

May 10, 2016

Staff Report

To: Honorable Mayors and City Councils

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

Subject: Automated Weather Observing Station (AWOS)

Recommended Motion: Approve Task Order K with Armstrong Consultants.

Background/Discussion: As part of the Airports Capital Improvement Plan we have applied for Federal and State grants for the installation of an Automated Weather Observing Station (AWOS). A copy of the application is attached. This Automated Weather Observing Station is an essential component in obtaining an Instrument Landing Procedure for the Airport which is a critical next step in maximizing the utility of the Airport to Business, Government and Emergency Flight Operations here at Woodhouse Field.

Alternatives: Postpone the acquisition of an Instrument Landing Procedure.

Fiscal Impact:

The projected total cost of the project is \$275,847.00 of which \$250,000.00 will be paid for through a Federal Grant, \$12,923.00 will be paid for through a State Grant and the remaining \$12,924.00 will be paid from the Airport Capital Improvement account.



Letter of Recommendation to City Council

Springville City Board Name: Airport Board

Applicant:	Request:	Date of Meeting: <u>05-05-2016</u>
	Approve Awo's Task Order "Kand" Grant Application.	

Motion by: <u>Clair Anderson</u>	Second by: <u>Brian Park</u>		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL:			

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Brian Park</u>	✓		
<u>Clair Anderson</u>	✓		
<u>Matthew Taylor</u>	✓		
<u>Jason Miller (Phone)</u>	✓		
<u>Brandon Gordon</u>	✓		

[Signature]
Chair

Date 05/05/16

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
---	---	---

* 3. Date Received:	4. Application Identifier:
---------------------	----------------------------

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: 3-49-0034-023-2015
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State Use Only:	6. Date Received by State:	7. State Application Identifier:
------------------------	----------------------------	----------------------------------

8. APPLICANT INFORMATION:

* a. Legal Name: Spanish Fork City/Springville City Jointly	*c. Organizational DUNS: 802228304
* b. Employer/Taxpayer Identification Number (EIN/TIN): 20-1928297	

d. Address: * Street1: 2050 N. 300 W Street 2: * City: Spanish Fork County: Utah * State: Utah Province: Country: USA *Zip/ Postal Code: 84660

e. Organizational Unit: Department Name:	Division Name:
--	----------------

f. Name and contact information of person to be contacted on matters involving this application: Prefix: First Name: Cris Middle Name: * Last Name: Child Suffix: Title: Airport Manager Organizational Affiliation:

* Telephone Number: (801) 420-8888	Fax Number: (801) 504-0400
* Email: cris@prestigeproperties.org	

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

DOT - FAA Denver ADO

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Spanish Fork City, Springville City, Utah County, State of Utah

* 15. Descriptive Title of Applicant's Project:

Install AWOS

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: UT-003

*b. Program/Project: IIII

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 05/01/2016

*b. End Date: 12/31/2016

18. Estimated Funding (\$):

*a. Federal	<u>250,000.00</u>
*b. Applicant	<u>12,924.00</u>
*c. State	<u>12,923.00</u>
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	<u>275,847.00</u>

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

*First Name: Cris

Middle Name:

*Last Name: Child

Suffix:

*Title: Airport Manager

*Telephone Number: (801) 420-8888

Fax Number: (801) 504-0400

* Email: cris@prestigeproperties.org

*Signature of Authorized Representative:



*Date Signed:

5-10-2016

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? Yes No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? Yes No N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. Yes No N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). Yes No N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. Yes No N/A

The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? Yes No

The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? Yes No N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

De Minimis rate of 10% as permitted by 2 CFR § 200.414.

Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Utah County has a compatible land use plan in place.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No disabilities are known.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is reasonably consistent with surrounding development.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration to the interest of surrounding committees.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The project has consulted airport users at a public meeting.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project has NEPA approval.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The project has NEPA approval.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights on the airport.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Yes, the most current Exhibit A dated May 2014 has been submitted to the FAA.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor currently owns the property.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor currently owns the property.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			30,000
5. Other Architectural engineering fees			
6. Project inspection fees			25,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			219,847
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 275,847
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			275,847
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 275,847
19. Federal Share requested of Line 18			250,000
20. Grantee share			12,924
21. Other shares			12,923
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 275,847

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	12,924
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	12,923
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 25,847

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Install AWOS

AIRPORT: Spanish Fork-Springville Airport

1. Objective:

The project will install an Automated Weather Observation Station (AWOS) at the Airport. The Airport does not currently have accurate weather information. The AWOS will enhance safety and allow instrument approach procedures to be developed at the Airport

2. Benefits Anticipated:

This AWOS will provide critical weather data to pilots and is crucial to the development of approach procedures into the airport.

3. Approach: (See approved Scope of Work in Final Application)

Refer to Scope of Work

4. Geographic Location:

Airport is located approximately 2 miles north of the downtown area of Spanish Fork, Utah.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

Cris Child, Airport Manager
736 North Valley View Circle, Elkridge, UT 84651
801-420-8888

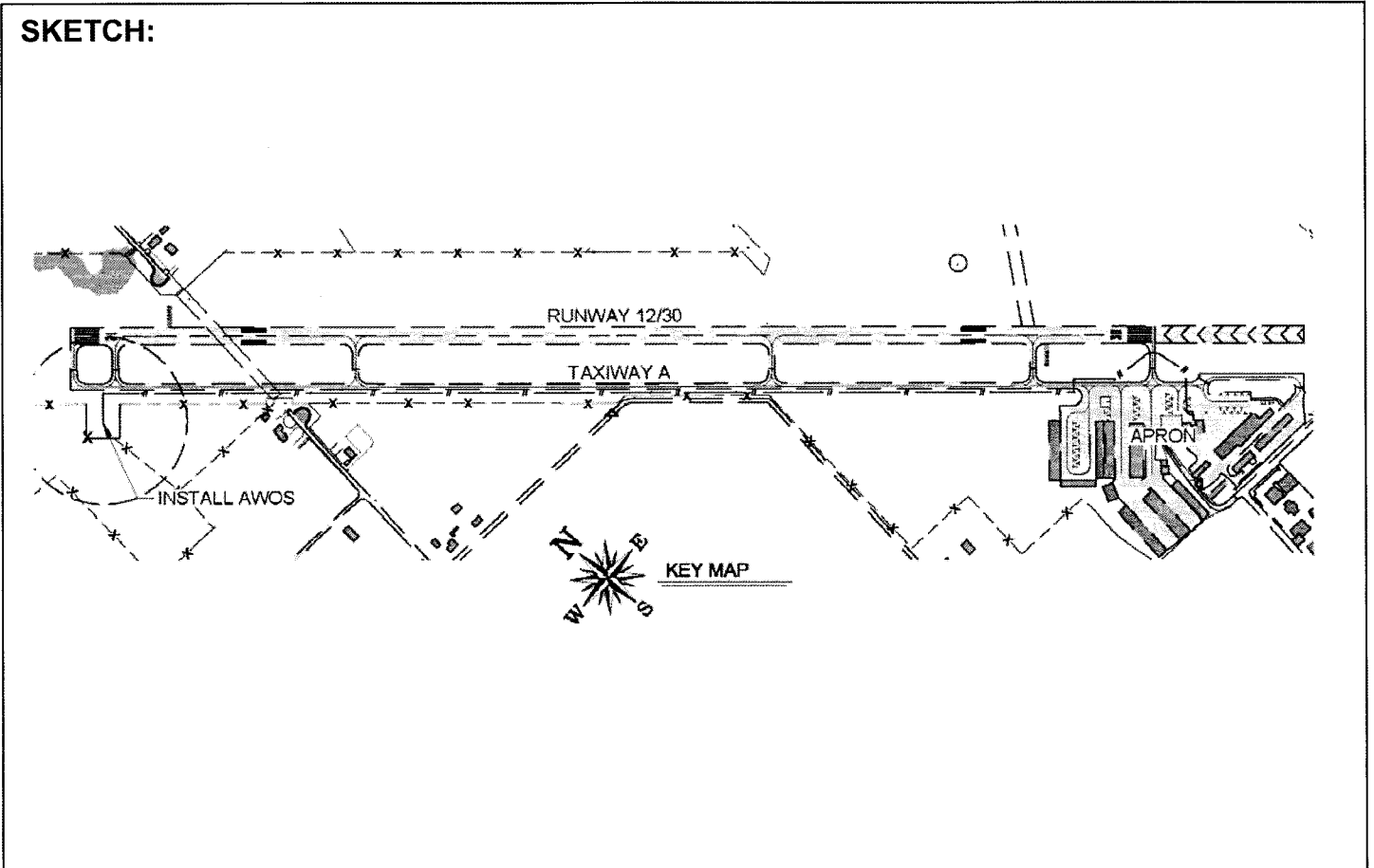
CIP/PREAPPLICATION DATA SHEET

AIRPORT: Spanish Fork-Springville Airport
WORK ITEM: Install AWOS

LOCAL PRIORITY: _____

UPDATED: April 2016

SKETCH:



JUSTIFICATION: This AWOS will provide critical weather data to pilots and is crucial to the development of approach procedures into the airport.

SPONSOR SIGNATURE: *Cris Child* **DATE:** 5-10-16

COST ESTIMATE: Item

ADMINISTRATION:	\$ 1,000	Construction	\$ 219,847	4	\$
ENGINEERING:	\$ 30,000			5	\$
INSPECTION:	\$ 25,000				
				TOTAL:	\$ 275,847

ADO USE:
PREAPP GRANT NPIAS WORK FAA
NO: _____ **NO:** _____ **CODE:** _____ **CODE:** _____ **PRIOR:** _____ **FED \$** _____

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in 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. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
 Yes No N/A

2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
 Yes No N/A

3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
 Yes No N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
 Yes No N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
 Yes No N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
 Yes No N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.
 Yes No N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
 Yes No N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
 Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

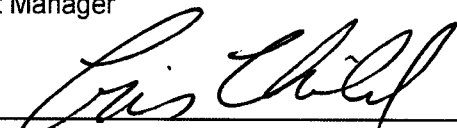
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
 Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.
 Yes No N/A

Employees have been or will be notified in the statement required by item 1 above that, as a condition of employment under the grant, the employee will:

- a. Abide by the terms of the statement
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

Yes No N/A

4. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

Yes No N/A

5. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency

Yes No N/A

6. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

Yes No N/A

Site(s) of performance of work:

Location 1

Name of Location: Utah County
Address: 2050 N. 300 W
Spanish Fork, UT 84660

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.


I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).
 Yes No N/A
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
 Yes No N/A
3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.
 Yes No N/A
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.
 Yes No N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.
 Yes No N/A

6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
 Yes No N/A

7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
 Yes No N/A

8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
 Yes No N/A

9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
 Yes No N/A

10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
 Yes No N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: *Cris Child*

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts.

Yes No N/A

2. For all contacts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.

Yes No N/A

3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts

Yes No N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
 - c. Publicly opened at a time and place prescribed in the invitation for bids
 - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
 - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes No N/A
6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project
- Yes No N/A
7. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records
 - b. Buy American Preferences
 - c. Civil Rights (General Provisions and Title VI Assurances)
 - d. Federal Fair Labor Standards
 - e. Occupational Safety and Health Act requirements
 - f. Seismic Safety (applies only to projects that include buildings)
 - g. State Energy Conservation Requirements (as applicable)
 - h. U.S. Trade Restriction
 - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes No N/A
8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts
 - b. Copeland "Anti-Kickback" Act
- Yes No N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

Yes No N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes No N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes No N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes No N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.
 Yes No N/A

2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required Yes No N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
 Yes No N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).
 Yes No N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.
 Yes No N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.
 Yes No N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
- a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
 - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
- Yes No N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
 Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
 Yes No N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
 Yes No N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.
 Yes No N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.
 Yes No N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.


I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Spanish Fork-Springville Airport

Airport: Spanish Fork-Springville Airport

Project Number: 3-49-0034-023-2015

Description of Work: Install AWOS

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:

- a. The term is for 20 years or the useful life of the project.
- b. The lessor is a public agency.
- c. The lease contains no provisions that prevent full compliance with the grant agreement.

Yes No N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
- Yes No N/A
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:
- a. The right of flight
 - b. The right of ingress and egress to remove obstructions
 - c. The right to restrict the establishment of future obstructions
- Yes No N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:
- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
 - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections
- Yes No N/A
8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.
- Yes No N/A
9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.
- Yes No N/A
10. Effort was or will be made to acquire each property through the following negotiation procedures:
- a. No coercive action to induce agreement
 - b. Supporting documents for settlements included in the project files
- Yes No N/A
11. If a negotiated settlement is not reached, the following procedures were or will be used:
- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
 - b. Supporting documents for awards included in the project files
- Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 10th day of May, 2016.

Name of Sponsor: Spanish Fork-Springville Airport

Name of Sponsor's Designated Official Representative: Cris Child

Title of Sponsor's Designated Official Representative: Airport Manager

Signature of Sponsor's Designated Official Representative: 

**TASK ORDER K
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER,
DATED _____, 2016**

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

Element 1 – *Install Automated Weather Observation System (AWOS)*

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

Element 1 – Project Development	\$3,500
Element 1 – Design	
Preliminary Design	\$10,500
Final Design	\$6,500
Element 1 – Bidding Services	\$5,000
Element 1 – Construction Period Services	
Construction Administration Services	\$4,000
Construction Inspection Services (see Rate Sheet)	\$51,780
Element 1 – Project Closeout	\$3,500
Engineering Total	\$84,780

4. **ATTACHMENTS** - Required Contact Provisions for A/E Contracts Under Airport Improvement Program

**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: _____

**SCOPE OF WORK
SPANISH FORK-SPRINGVILLE AIRPORT
AIP NO. 3-49-0034-023-2016**

ELEMENT #1 INSTALL AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS)

1. This project consists of the engineering services associated with the installation of an automated weather observation system (AWOS) at the Spanish Fork-Springville Airport.
 - 1.1. The system will consist of a tower and foundation, weather sensors with individual concrete foundations as necessary, power and communications cabling and ducting, computer terminal with remote monitor installed in the Airport Electrical Vault, and security fencing.
 - 1.2. A cost benefit analysis will be performed to determine the appropriate type of AWOS for the site.
 - 1.3. Work will include coordination with the local communications provider to extend communications service to the airport.
 - 1.4. The system will be configured to report through: a National Airspace Data Interchange Network (NADIN) connection, a discreet VHF frequency, and a dedicated phone number.
 - 1.5. The AWOS will be compliant with FAA AC 150/5220-16D.

Estimated Construction Cost (Element 1) is: \$300,000

Estimated Construction Period (Element 1) is: 30 days¹

Note:

- 1) *Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at the rates shown on the attached rate sheet. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.*

CONSTRUCTION INSPECTION SERVICES RATE SHEET:

DIRECT EXPENSES					
Position	Regular Hourly Rate	Overtime Hourly Rate	Estimated Regular Hours	Estimated Overtime Hours	Estimated Total
Principal	\$232.00	\$348	4	-	\$928
Project Manager	\$198.00	\$297	18	-	\$3,564
Project Engineer	\$127.00	\$190.50	30	-	\$3,810
Field Eng Supervisor	\$155.00	\$232.50	57	-	\$8,835
Resident Inspector	\$118.00	\$177	226	10	\$28,438
Clerical	\$84.00	\$126	6		\$504
ESTIMATED TOTAL DIRECT FEES					\$46,079
REIMBURSABLE EXPENSES					
Expense	Rate	Estimated Quantity	Estimated Total		
Per Diem	\$59/day	33 days	1,947		
Lodging	\$91/day	30 days	2,730		
Vehicle Expenses	\$0.56/mile	1833 miles	\$1,026		
ESTIMATED TOTAL REIMBURSABLE FEES					\$5,703
TOTAL ESTIMATED CONSTRUCTION INSPECTION FEES					\$51,782

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor and FAA to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigations.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a preliminary phasing plan for the work involved with the project to identify critical stages of work and estimate the overall duration of the construction work associated project. This information will be used to determine appropriate length of time for the construction contract and identify potential divisions amongst the work that may be divided into separate bid schedules.
4. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor in preparing a Record of Negotiations to document the fee negotiation performed for the project.
5. Prepare final Scope of Work and Contract.
6. Prepare and submit a Categorical Exclusion (CatEx) package.
7. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100
 - b. Prepare Project Narrative and Sketch
 - c. Prepare Preliminary Estimate
 - d. Prepare the Sponsor's Certifications
 - e. Attach the current Grant Assurances.

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

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A design survey will not be required for this project.
2. A geotechnical investigation will not be required for this project.
3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. The Sponsor's DBE Plan and Goal are both up-to-date and will not require updating for this project.
5. Review and evaluate project layout.
 - a. Determine aircraft usage through coordination with Sponsor and FAA.
 - b. Verify existing ALP dimensions and data.
 - c. Verify AWOS siting is in compliance with FAA 6560-20b.
6. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Review existing electrical system layouts and determine system requirements.
 - c. Coordinate with local communications provider to have communications service extended to the airport.
7. Complete a cost benefit analysis to determine the appropriate, grant eligible type of AWOS for the airport.

9. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline. Drawings may be added or deleted during the design phase if required.

DESCRIPTION		ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	AWOS Siting Plan and Typical Details	2 Sheets
d	Electrical and Communications Plan	1 Sheet
e	Electrical and Communications Details	2 Sheets
f	Fencing Layout and Details	2 Sheets
g	Construction Safety and Phasing Plan	1 Sheet
TOTAL SHEET COUNT		10 Sheets

10. Prepare preliminary 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 and Sponsor for review.
11. Prepare preliminary 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.

The standard specifications to be utilized for Element 1 may include the following items:

Item P-151	Clearing and Grubbing
Item P-152	Excavation and Embankment
Item P-610	Structural Portland Cement Concrete
Item F-162	Chain-Link Fence
Item L-108	Underground Power Cable for Airports
Item L-110	Airport Underground Electrical Duct Banks and Conduits

The added technical specifications may include but not be limited to the following items:

Item Special-6	Watering
Item Special-AWOS	Automated Weather Observation Systems

12. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
- a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference

- e. Utilities
- f. Permits, Taxes and Compliance with Laws
- g. Field Office Requirements
- h. Haul Roads
- i. Testing and Staking
- j. Airport Security, Closure of Air Operations Areas
- k. Accident Prevention
- l. Warranty
- m. Construction Management Plan

13. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. 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.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.

7. Submit 95% design construction plans, technical specifications, contract documents and special provisions to the FAA and Sponsor and solicit design review comments.
8. Incorporate 95% design review comments and respond as necessary to requests for additional information.
9. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.
10. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425
 - e. 7460-1

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor and FAA will be given a hard copy set of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda.
4. Attend bid opening at the date and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. 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.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules.
2. Provide Sponsor and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Conduct pre-construction conference.
5. No AGIS survey requirements are to be conducted as a part of this contract or project.
6. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
7. Provide technical assistance and recommendations to the airport during construction.
8. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
9. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA payment documents for the Sponsor; including interviews on the Contractor's and Subcontractor's employees and the review of their weekly payroll reports. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.
10. Coordinate with the Contractor to file for an FCC license for the discreet VHF frequency for the AWOS.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full time resident inspector who will perform site inspections to monitor and document construction progress for Element 1, 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. Maintain daily log of construction activities.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.
4. Conduct final project inspection with the Sponsor, FAA and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms.
3. Update Airport Layout Plan to reflect as-built conditions.
4. Prepare an Operations and Maintenance Manual for the AWOS and assist the Sponsor with completing a memorandum of agreement with the FAA regarding the operation and maintenance of the AWOS.
5. Prepare record drawings, indicating changes made to the design during construction. 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.
6. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance. The Final Engineer's Report must be submitted to and approved by the FAA prior to final payment authorization to the Contractor and Engineer.
7. Assist Sponsor in preparing final SF425 and SF271 forms and grant closeout letter.



SPANISH FORK-SPRINGVILLE AIRPORT

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

June 29, 2016

Staff Report

To: Honorable Mayors and City Councils

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

Subject: Agreement Renewal with Armstrong Consultants as Spanish Fork/Springville Airport Engineering Consultants.

Recommended Motion: Approve the attached Agreement with Armstrong Consultants.

Background/Discussion: After a thorough review of the Statements of Qualifications from firms interested in acting as Engineering Consultants for the Airport, The Airport Board recommends that the agreement with Armstrong be renewed. The attached agreement is for one year with four automatic renewals each for one additional year unless the Cities notify the consultant of their intent not to renew at least 30 days prior to expiration.

Alternatives: Re-issue the request for Statements of Qualifications from prospective Engineering firms.

Fiscal Impact:

None. The Engineering and Consulting fees tied to this agreement are addressed on a project by project basis and are established in accordance with FAA Guidelines.



Letter of Recommendation to City Council

Springville City Board Name: Airport

Applicant:	Request:	Date of Meeting: <u>5-5-2016</u>
	Recommend renewal of Engineering Services Agreement with Armstrong Consultants	

Motion by: <u>Clair Anderson</u>	Second by: <u>Brandon Gordon</u>		
RECOMMENDATION	<input checked="" type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	<input type="checkbox"/> OTHER:
CONDITIONS OF APPROVAL:			

Voting Record:

Member Name	APPROVE	DENY	ABSTAIN
<u>Jason Miller</u>			<input checked="" type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>		
<u>[Signature]</u>	<input checked="" type="checkbox"/>		
<u>Greg Ford</u>	<input checked="" type="checkbox"/>		
<u>Brandon Gordon - Phone</u>	<input checked="" type="checkbox"/>		

Matthew Taylor
Chair

04/07/16
Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SPONSOR AND CONSULTANT**

THIS IS AN AGREEMENT made as of _____, 2016 between the **CITIES OF SPANISH FORK AND SPRINGVILLE, UTAH (SPONSOR)** and **ARMSTRONG CONSULTANTS, INC. (CONSULTANT)**. SPONSOR intends to improve the **SPANISH FORK - SPRINGVILLE AIRPORT** (hereinafter called the **PROJECT**). The Project may include, but not be limited to, the following items:

1. Acquire airport maintenance and Snow Removal Equipment
2. Construct SRE Building
3. Construct Taxiway Bravo
4. Rehabilitate Taxiway Alpha
5. Provide Non FAA Funded Airport Planning, Engineering, Environmental and Miscellaneous Airport Consulting Services as May Be Required

The SPONSOR and the CONSULTANT shall negotiate and approve separate written "Task Orders" which will be signed and approved by the parties for each individual task associated with this agreement.

SPONSOR and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional services by CONSULTANT and the payment for those services by SPONSOR as set forth herein and in the accompanying Task Orders.

CONSULTANT shall provide professional services for SPONSOR in all phases of the Project to which this Agreement applies, serve as SPONSOR'S professional representative for the Project as set forth below and shall give professional consultation and advice to SPONSOR during the performance of services hereunder.

SECTION 1-- SERVICES OF CONSULTANT

- 1.1 Preparation or revision of the State and Federal Aviation Administration (FAA) grant applications;
- 1.2 Consult/Coordinate with SPONSOR, Airport Users, FAA, State Aeronautics, Airport Staff and other interested parties;
- 1.3 Complete Design Engineering in accordance with the Task Orders entitled "Further Description of Professional Services";
- 1.4 Complete Construction Period Services in accordance with Task Orders entitled "Further Description of Professional Services";
- 1.5 Complete Planning and Environmental Services in accordance with Task Orders entitled "Further Description of Professional Services";
- 1.6 Perform miscellaneous Engineering services as requested by SPONSOR;
- 1.7 Perform all services in conformance with applicable rules and regulations of the FAA.

SECTION 2--SPONSOR'S RESPONSIBILITIES

SPONSOR shall:

- 2.1** Provide all criteria and full information as to SPONSOR'S requirements for the Project, including design objectives and constraints, and any budgetary limitations.
- 2.2** Assist CONSULTANT by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 2.3** Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
- 2.4** Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other CONSULTANTS as SPONSOR deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 2.5** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 2.6** Provide all accounting, legal, independent cost estimating and insurance counseling services as may be required for the Project.
- 2.7** Designate in writing a person to act as SPONSOR'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR'S policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT'S services.
- 2.8** Give prompt written notice to CONSULTANT whenever SPONSOR observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of Contractor(s).
- 2.9** Bear all costs incident to compliance with the requirements of this Section 2.

SECTION 3--PERIOD OF SERVICE

- 3.1** This Agreement will be valid for an initial period of one-year from the date signed with up to four, one-year automatic renewals unless the Sponsor chooses not to renew with 30 days written notification to the Consultants, or is terminated in accordance with Section 7.15 and subject to annual appropriation of funds by the SPONSOR for services described.

SECTION 4--PAYMENTS TO CONSULTANT

- 4.1** SPONSOR shall pay CONSULTANT for Services rendered as agreed by Task Orders entitled "Further Description of Professional Services".

- 4.2** CONSULTANT shall submit monthly statements. The statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. SPONSOR shall make prompt payments in response to CONSULTANT'S monthly statements.
- 4.3** If SPONSOR fails to make any payment due CONSULTANT for services and expenses within 30 days following submittal of a statement in accordance with Article 4.2, the amounts due CONSULTANT shall include a charge at the rate of 1 1/2% per month from said due date, and in addition, CONSULTANT may, after giving seven days' written notice to SPONSOR, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

SECTION 5--OPINIONS OF COST

- 5.1** Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his development of an CONSULTANT'S Estimate provided for herein is to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that bids will not vary from opinions of cost prepared by him. If SPONSOR wishes greater assurance as to Construction Cost, he shall employ an independent cost estimator as provided in paragraph 2.6.
- 5.2** If the lowest bid exceeds the CONSULTANT'S Estimate, SPONSOR shall (1) give written approval to increase such estimate, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (2) and/or (3) CONSULTANT shall, without additional charge, modify the Contract Documents. The providing of such service will be the limit of CONSULTANT'S responsibility in this regard and, having done so, CONSULTANT shall be entitled to payment for his services in accordance with this agreement.

SECTION 6--GENERAL CONSIDERATIONS

- 6.1 Reuse of Documents.** All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by SPONSOR or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at SPONSOR'S sole risk and without liability or legal exposure to CONSULTANT; and SPONSOR shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by SPONSOR and CONSULTANT.
- 6.2 Release of AutoCAD Files.** The CONSULTANT may produce certain Documents in whole or in part on a computer-aided design system (CAD). If the SPONSOR requests electronic files of those Documents, the CONSULTANT and the SPONSOR agree as follows:
- 6.2.1** The CONSULTANT agrees to prepare and transmit electronic files containing Drawings as referenced above, such Drawings being devoid of certain title block information and professional seals.

- 6.2.2** The CONSULTANT makes no representations as to the accuracy of the information contained on the drawing files, as the design engineering drawings are essentially diagrammatic in nature and are not intended to provide detailed graphic dimensional accuracy. Furthermore, the drawing information on the files may not contain all information resulting from addenda, change orders and field executed changes that have not been incorporated into final record drawings. Therefore, the SPONSOR understands that the use of the information provided is at his own risk. Accordingly, the SPONSOR agrees to indemnify and hold harmless the CONSULTANT from all claims arising out of the use of the information contained in the files provided by the CONSULTANT to the SPONSOR, including defense costs.
- 6.3 Plan Room.** CONSULTANT may submit bid documents to plan room for bidding purposes, but CONSULTANT has no control over the operation of the plan room. SPONSOR therefore agrees to indemnify and hold CONSULTANT harmless against any claims of any nature by successful or unsuccessful bidders arising from or relating to the receipt of incomplete and / or erroneous bid information. SPONSOR further agrees to be solely responsible for costs arising from or relating to rebidding the construction work, should the need for rebidding be caused, in whole or in part, by the receipt of incomplete and / or erroneous bid information through the plan room.
- 6.4 Controlling Law.** This Agreement is to be governed by the law of the principal place of business of SPONSOR.
- 6.5 Successors and Assigns.**
- 6.5.1** SPONSOR and CONSULTANT each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.5.2** Neither SPONSOR nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.6 Insurance.** The CONSULTANT shall acquire and maintain statutory workmen's compensation coverage, employer's liability, comprehensive general liability and professional liability insurance coverage.
- 6.7 Indemnification.**

damages, losses, costs and expenses, including reasonable attorney fees, suffered by the Indemnified Party from or in any claims, suits, actions, or other proceedings brought against the Indemnified Party related to or arising out of this Agreement or the Services performed hereunder, to the extent caused by the negligent or other wrongful act or omission of the Indemnifying Party.

- 6.8 Changes.** All Change Orders, Contract Extensions, Supplemental Agreements and/or Amendments are subject to FAA and State Aeronautics approval prior to their execution.

SECTION 7--REQUIRED FEDERAL CLAUSES

- 7.1 Access to Records and Reports (Reference: 2 CFR § 200.333, 2 CFR § 200.336, FAA Order 5100.38)**

The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

- 7.2 Civil Rights - General (Reference: 49 USC § 47123)**

7.2.1 Sponsor Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the CONSULTANT and subtier consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

7.2.2 Sponsor Lease Agreements and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains sponsorship or possession of the property.

7.3 Civil Rights - Title VI Assurances (49 USC § 47123, FAA Order 1400.11)

7.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

7.3.2 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal

Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a CONSULTANT'S noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

7.3.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.4 Disadvantaged Business Enterprises (Reference: 49 CFR PART 26)

Contract Assurance (§ 26.13) - The CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime CONSULTANT agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime CONSULTANT receives from {Name of recipient}. The prime CONSULTANT agrees further to return retainage payments to each subconsultant within {specify the same number as above} days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subconsultants.

7.5 Energy Conservation Requirements (2 CFR § 200, Appendix II(H))

CONSULTANT and subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

7.6 Federal Fair Labor Standards Act (Minimum Wage) (Reference: 29 USC § 201, ET SEQ.)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7.7 Occupational Safety and Health Act of 1970 (Reference: 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7.8 Trade Restriction Certification (Reference: 49 USC § 50104, 49 CFR Part 30)

The by submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/CONSULTANT must provide immediate written notice to the SPONSOR if the Offeror/CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require subconsultants provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

7.9 Veteran's Preference (Reference: 49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier CONSULTANTS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

7.10 Seismic Safety (Reference: 49 CFR part 41)

In the performance of design services, the CONSULTANT agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the CONSULTANT agrees to furnish the SPONSOR a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

7.11 Distracted Driving (Reference: Executive Order 13513, DOT Order 3902.10)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the SPONSOR encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

7.12 Affirmative Action Requirement (Reference: 41 CFR part 60-4, Executive Order 11246)

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONSULTANT'S aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: [sponsor must insert established goal]

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the CONSULTANT'S construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the CONSULTANT performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to

this second area, the CONSULTANT also is subject to the goals for both its federally involved and non-federally involved construction.

The CONSULTANT'S compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CONSULTANT shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONSULTANT to CONSULTANT or from project to project for the sole purpose of meeting the CONSULTANT'S goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The CONSULTANT shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subconsultant; employer identification number of the subconsultant; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [sponsor must insert state, county, and city].

7.13 Equal Employment Opportunity (2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

7.13.1 E.E.O. Contract Claus

EQUAL OPPORTUNITY CLAUSE

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

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT 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, sexual orientation, gender identify 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 CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the CONSULTANT'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

7.13.2 E.E.O. Specifications

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the CONSULTANT, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the CONSULTANT is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each consultant or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other consultants or subconsultants toward a goal in an approved Plan does not excuse any covered consultant's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The CONSULTANT shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONSULTANT should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction consultants performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONSULTANT is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the CONSULTANT has a collective bargaining agreement to refer either minorities or women shall excuse the CONSULTANT'S obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the CONSULTANT during the training period and the CONSULTANT shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The CONSULTANT shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONSULTANT'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONSULTANT shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONSULTANT'S employees are assigned to work. The CONSULTANT, where possible, will assign two or more women to each construction project. The CONSULTANT shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the CONSULTANT'S obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONSULTANT or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONSULTANT by the union or, if referred, not employed by the CONSULTANT, this shall be documented in the file with the reason therefore along with whatever additional actions the CONSULTANT may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the CONSULTANT has a collective bargaining agreement has not referred to the CONSULTANT a minority person or female sent by the CONSULTANT, or when the CONSULTANT has other information that the union referral process has impeded the CONSULTANT'S efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONSULTANT'S employment needs, especially those programs funded or approved by the Department of Labor. The CONSULTANT shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the CONSULTANT'S EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONSULTANT in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on

bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the CONSULTANT'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONSULTANT'S EEO policy with other CONSULTANTS and subconsultants with whom the CONSULTANT does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the CONSULTANT'S recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONSULTANT shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONSULTANT'S workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONSULTANT'S obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONSULTANTS and suppliers, including circulation of solicitations to minority and female CONSULTANT associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the CONSULTANT'S EEO policies and affirmative action obligations.

8. CONSULTANTS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a consultant association, joint consultant union, consultant community, or other similar groups of which the CONSULTANT is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the CONSULTANT actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONSULTANT'S minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONSULTANT. The obligation to comply, however, is the CONSULTANT'S and failure of such a group to fulfill an obligation shall not be a defense for the CONSULTANT'S noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The CONSULTANT, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONSULTANT has achieved its goals for women generally,) the CONSULTANT may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The CONSULTANT shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The CONSULTANT shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The CONSULTANT shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONSULTANT who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The CONSULTANT, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONSULTANT fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The CONSULTANT shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic,

apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONSULTANTS shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

7.14 Procurement of Recovered Materials (Reference: 2 CFR § 200.322, 40 CFR part 247)

The bid CONSULTANT and subconsultant agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONSULTANT and subconsultants are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b. The CONSULTANT has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONSULTANT can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b. Fails to meet reasonable contract performance requirements; or
- c. Is only available at an unreasonable price.

7.15 Termination of Contract (Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

7.15.1 Termination for Convenience (Professional Services)

The SPONSOR may, by written notice to the CONSULTANT, terminate this Agreement for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by the SPONSOR, the CONSULTANT must immediately discontinue all services affected.

Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

7.15.2 Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by SPONSOR: The SPONSOR may terminate this Agreement in whole or in part, for the failure of the CONSULTANT to:
1. Perform the services within the time specified in this contract or by SPONSOR approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the CONSULTANT must deliver to the SPONSOR all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

SPONSOR agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

SPONSOR further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the SPONSOR determines the CONSULTANT was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the SPONSOR issued the termination for the convenience of the SPONSOR.

b) Termination by CONSULTANT: The CONSULTANT may terminate this Agreement in whole or in part, if the SPONSOR:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the CONSULTANT in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the CONSULTANT.

Upon receipt of a notice of termination from the CONSULTANT, SPONSOR agrees to cooperate with CONSULTANT for the purpose of terminating the agreement or portion thereof, by mutual consent. If SPONSOR and CONSULTANT cannot reach mutual agreement on the termination settlement, the CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the SPONSOR's breach of the contract.

In the event of termination due to SPONSOR breach, the CONSULTANT is entitled to invoice SPONSOR and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the CONSULTANT through the effective date of termination action. SPONSOR agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

7.16 Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)

7.16.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

7.16.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7.17 Contract Work Hours and Safety Standards Act Requirements (Reference: 2 CFR § 200, Appendix II(E))

1. Overtime Requirements.

No CONSULTANT or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONSULTANT and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such CONSULTANT and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the SPONSOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or subconsultant under any such contract or any other Federal contract with the same prime CONSULTANT, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subconsultants.

The CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

7.18 Lobbying and Influencing Federal Employees (Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J) 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language 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.

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

7.19 Breach of Contract Terms (Reference: 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

SPONSOR will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. SPONSOR reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the SPONSOR elects to terminate the contract. The SPONSOR's notice will identify a specific date by which the CONSULTANT must correct the breach. SPONSOR may proceed with termination of the contract if the CONSULTANT fails to correct the breach by deadline indicated in the SPONSOR's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.20 Clean Air and Water Pollution Control (Reference: 49 CFR § 18.36(i) (12))

CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT agrees to report any violation to the SPONSOR immediately upon discovery. The SPONSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONSULTANT must include this requirement in all subcontracts that exceeds \$150,000.

SECTION 8 –SPECIAL PROVISIONS, TASK ORDERS & SCHEDULES

8.1 This Agreement is subject to the following special provisions.

8.1.1 This Agreement is supported by an SPONSOR'S resolution stipulating that Armstrong CONSULTANTS, Inc. is authorized to perform the services as outlined in Task Orders to this contract.

8.1.2 The SPONSOR'S obligation to make payment under this Agreement is wholly conditional on the funding of the project, including all engineering services, by the U.S. Department of Transportation. This Agreement shall, upon such funding, be supported by an SPONSOR'S Resolution appropriating the funds to pay for the services to be rendered by CONSULTANT. However, if the FAA is willing to fund the project and the SPONSOR decides to abandon or postpone the project, the monies owed the CONSULTANT shall be due and payable by the SPONSOR within 30 days of the above decision.

8.2 This Agreement, together with the Task Orders and schedules identified above constitute the entire agreement between SPONSOR and CONSULTANT and supersede all prior written or oral understandings.

This Agreement and said Task Orders and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

SPONSOR:
SPANISH FORK CITY, UTAH

CONSULTANT:
ARMSTRONG CONSULTANTS, INC.

Steve Leifson, Mayor

Dennis A. Corsi, President

Attest: _____

SPONSOR:
SPRINGVILLE CITY, UTAH

Wilford W. Clyde, Mayor

Attest: _____

Federal Clause Check List

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts	Check if included
a. Access to Records and Reports	\$ 0	REQD	REQD	REQD	REQD	n/a	X
b. Buy American Preferences	\$ 0	Limited	REQD	REQD	Limited	n/a	
(1) Buy American Statement	\$ 0	Limited	REQD	REQD	Limited	n/a	
(2) Buy American – Total Facility	\$ 0	Limited	REQD	REQD	Limited	n/a	
(3) Buy American – Manufactured Product	\$ 0	Limited	REQD	REQD	Limited	n/a	
c. Civil Rights – General	\$ 0	REQD	REQD	REQD	REQD	REQD	X
d. Civil Rights - Title VI Assurances	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(2) Clause - Contracts	\$ 0	REQD	REQD	REQD	REQD	REQD	X
(3) Clause – Transfer of U.S. Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(4) Clause – Transfer of Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(5) Clause - Construct/Use/Access to Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD	
(6) List – Pertinent Authorities	\$0	REQD	REQD	REQD	REQD	REQD	X
e. Disadvantaged Business Enterprise	\$ 0	REQD	REQD	REQD	REQD	n/a	X
f. Energy Conservation Requirements	\$ 0	REQD	REQD	REQD	REQD	n/a	X
g. Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	X
h. Occupational Safety and Health Act	\$ 0	REQD	REQD	REQD	REQD	REQD	X
i. Rights to Inventions	\$ 0	Limited	Limited	Limited	n/a	n/a	
j. Trade Restriction Certification	\$ 0	REQD	REQD	REQD	REQD	n/a	X
k. Veteran’s Preference	\$ 0	REQD	REQD	REQD	REQD	n/a	X
l. Seismic Safety	\$ 0	Limited	Limited	n/a	n/a	n/a	X
m. Copeland Anti-Kickback	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
n. Davis Bacon Requirements	\$ 2,000	Limited	REQD	Limited	Limited	n/a	
o. Distracted Driving	\$3,000	REQD	REQD	REQD	REQD	n/a	X
p. Affirmative Action Requirement	\$10,000	Limited	REQD	Limited	Limited	n/a	X
q. Equal Employment Opportunity	\$10,000	Limited	REQD	Limited	Limited	n/a	X
(1) EEO Contract Clause	\$10,000	Limited	REQD	Limited	Limited	n/a	X
(2) EEO Specification	\$10,000	Limited	REQD	Limited	Limited	n/a	X
r. Prohibition of Segregated Facilities	\$10,000	Limited	REQD	Limited	Limited	n/a	
s. Recovered Materials	\$10,000	Limited	REQD	REQD	Limited	n/a	X
t. Termination of Contract	\$10,000	REQD	REQD	REQD	REQD	n/a	X
u. Debarment and Suspension	\$25,000	REQD	REQD	REQD	Limited	n/a	X
v. Contract Work Hours and Safety Standards	\$100,000	Limited	REQD	Limited	Limited	n/a	X
w. Lobbying Federal Employees	\$ 100,000	REQD	REQD	REQD	REQD	n/a	X
x. Breach of Contract	\$150,000	REQD	REQD	REQD	REQD	n/a	X
y. Clean Air/Water Pollution Control	\$150,000	REQD	REQD	REQD	REQD	n/a	X



STAFF REPORT

DATE: September 30, 2015

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney

SUBJECT: CONSIDERATION OF VACATING A PORTION OF THE RIGHT OF WAY AT 235 EAST.

RECOMMENDED ACTION

Motion to Approve Ordinance No. ____ that vacates a portion of the right-of-way along 235 East between 400 North and 550 North.

BACKGROUND

The proposed ordinance deals with the Quail Brook Estates Subdivision that is located on the north east end of Springville, as shown on the attached Quail Brook Estates Subdivision Plat. The subdivision plat received final approval on June 16, 2015. The final approval of the subdivision included a reduction in the width of the 235 East right-of-way between 400 North and 550 North. The reduction in width of right-of-way is based upon the difference between the required right-of-way width when the road was installed back in or around 1986 and today's required right-of-way width. The Quail Brook Estates Subdivision Plat was approved with the difference in change of width, which is approximately 1.5 to 3.5 feet, incorporated into lots within the subdivision.

The proposed ordinance contains the following provisions:

1. The portion of 235 East that is to be vacated is approximately 1,740 square feet (0.040 acres), as shown on the attached map.
2. There are no underground facilities or utilities in the portion of 235 East that is to be vacated.
3. Planning Commission approved the subdivision plat that shows the change in ROW boundary on June 9, 2015.
4. Notice of the ROW vacation was published in the newspaper, provided to the property owner and posted on the property.
5. A public hearing is required to vacate ROW, and the City Council must find that:
 - a. Good cause exists to vacate the ROW, and

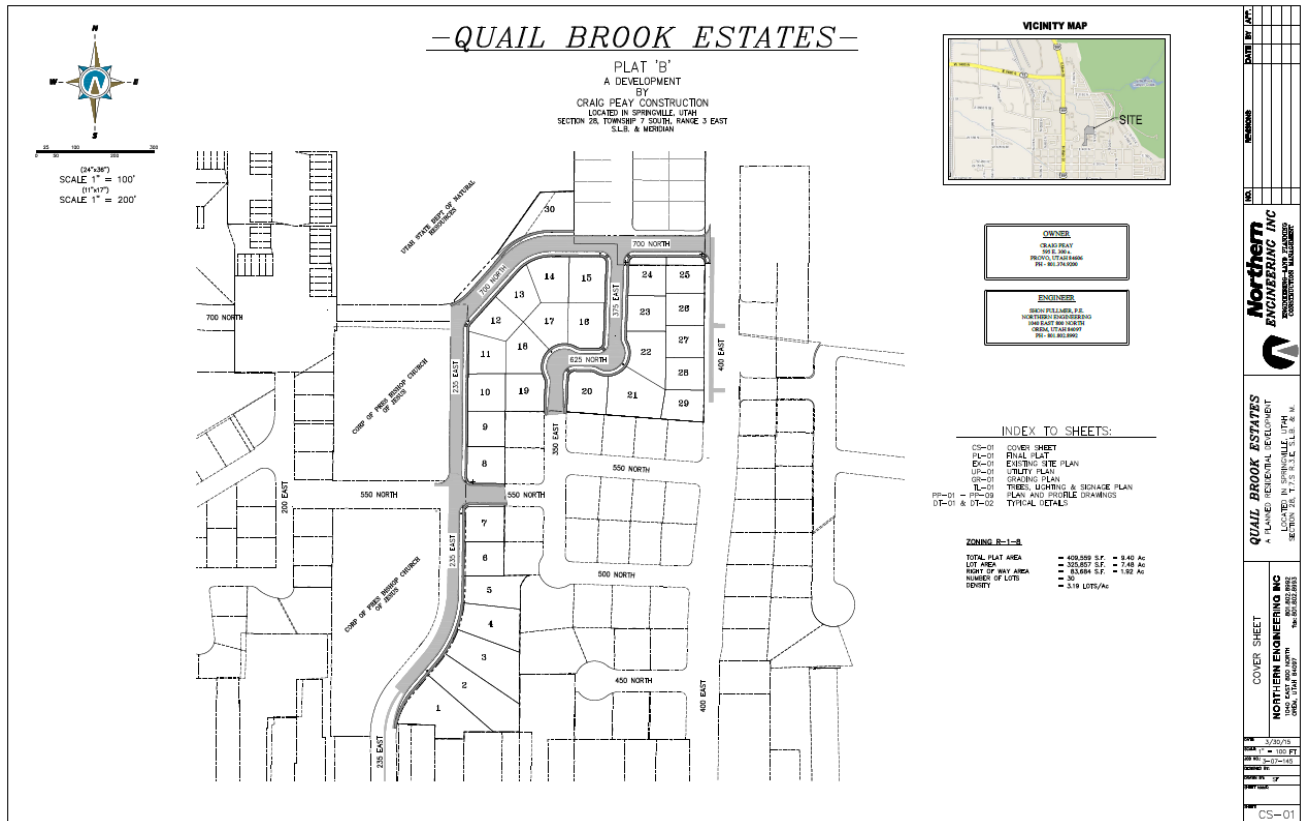
CITY COUNCIL AGENDA

- b. Neither the public interest nor any person will be materially injured by the ROW vacation.

The vacation of the ROW was recommended by the City's engineers and does not interfere with any of the City's infrastructure along 235 East.

FISCAL IMPACT

None.



**AN ORDINANCE VACATING A PORTION OF THE RIGHT-OF-WAY
ALONG 235 EAST BETWEEN 400 NORTH AND 550 NORTH.**

WHEREAS, the portion of right-of-way along 235 East, as more particularly described in Exhibit “A” attached hereto, is a public street that runs approximately from 400 North to 550 North (“235 East”); and

WHEREAS, it is proposed that the described portion of 235 East be vacated because, as part of the Quail Brook Estate Subdivision, a portion of the width of the 235 East cross-section will be reduced by approximately one-and-a-half to three-and-a-half feet (1.5’ to 3.5’), which portion of 235 East will no longer be used by the public; and

WHEREAS, there are no underground facilities and utilities that currently exist within the portion of 235 East right-of-way that is to be vacated; and

WHEREAS, on June 9, 2015, the Springville City Planning Commission approved the Quail Brook Estate Subdivision with the reduction in the width of the 235 East cross-section; and

WHEREAS, Springville City has published in a newspaper of general circulation, mailed to the record owner of each parcel that is accessed by the portion of street to be vacated, and posted near the location of the portion of the street to be vacated of the date and time of the public hearing for the City Council to consider the proposed vacation of a portion of 235 East; and

WHEREAS, a public hearing was held on July 5, 2016 to consider public input concerning the proposed vacation of the above described portion of 235 East; and

WHEREAS, the City Council has determined that good cause exists to vacate the above described portion of 235 East Street; and

WHEREAS, the City Council finds that neither the public interest nor any person will be materially injured by the vacation of the above described portion of 235 East Street.

NOW, THEREFORE, be it ordained by the Springville City Council of the City of Springville, Utah, as follows:

1. The portion of 235 East located between approximately 400 North and 550 North, as more particularly described in Exhibit “A” attached hereto, is hereby vacated.
2. All other ordinances, resolutions, and policies in conflict herewith, either in whole or in part, are hereby repealed.

3. This ordinance shall take effect immediately after being posted or published as required by law.

PASSED AND APPROVED this 05th day of July, 2016.

SPRINGVILLE CITY

WILFORD W. CLYDE

ATTEST:

KIM RAYBURN, CITY RECORDER

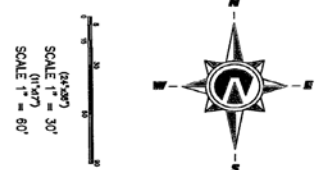
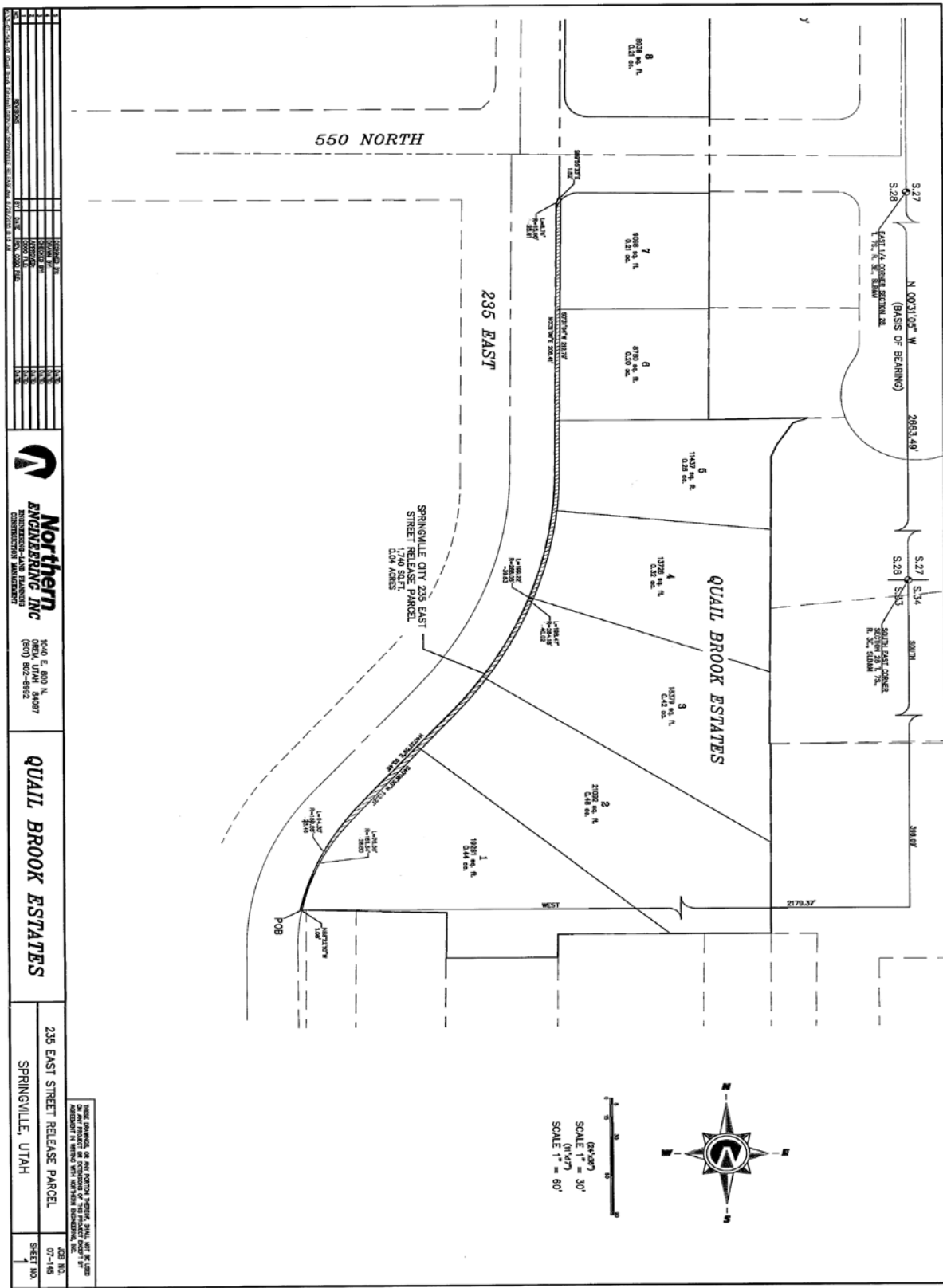
Exhibit "A"

Legal Description

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 28 THENCE SOUTH A DISTANCE OF 396.09 FEET; THENCE WEST A DISTANCE OF 2179.37 FEET TO THE REAL POINT OF BEGINNING.

THENCE N.88°22'10"W. A DISTANCE OF 1.08 FEET TO A POINT OF CURVATURE OF A 189.86-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.30 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 28°27'32" AND A CHORD THAT BEARS N.26°45'00"E. A DISTANCE OF 93.34 FEET; THENCE N.40°31'58"E. A DISTANCE OF 93.48 FEET TO A POINT OF CURVATURE OF A 284.18-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 198.48 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 40°00'58" AND A CHORD THAT BEARS N.20°31'29"E. A DISTANCE OF 194.46 FEET; THENCE N.00°31'00"E. A DISTANCE OF 206.41 FEET TO A POINT OF CURVATURE OF A 15.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 6.76 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 25°48'48" AND A CHORD THAT BEARS N.13°25'24"E. A DISTANCE OF 6.70 FEET; THENCE S.89°55'33"E. A DISTANCE OF 1.52 FEET; THENCE S.00°31'04"W. A DISTANCE OF 212.79 FEET TO A POINT OF CURVATURE OF A 288.06-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 199.22 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 39°37'32" AND A CHORD THAT BEARS S.20°19'44"W. A DISTANCE OF 195.27 FEET; THENCE S.40°08'30"W. A DISTANCE OF 112.21 FEET TO A POINT OF CURVATURE OF A 151.34-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 76.06 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 28°47'43" AND A CHORD THAT BEARS S.25°44'38"W. A DISTANCE OF 75.26 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,740 SQ.FT. OR 0.04 ACRES MORE OR LESS.



NO.	DATE	BY	REVISION
1	07-14-15	JK	ISSUE FOR PERMIT
2	07-14-15	JK	ISSUE FOR PERMIT
3	07-14-15	JK	ISSUE FOR PERMIT
4	07-14-15	JK	ISSUE FOR PERMIT
5	07-14-15	JK	ISSUE FOR PERMIT
6	07-14-15	JK	ISSUE FOR PERMIT
7	07-14-15	JK	ISSUE FOR PERMIT
8	07-14-15	JK	ISSUE FOR PERMIT
9	07-14-15	JK	ISSUE FOR PERMIT
10	07-14-15	JK	ISSUE FOR PERMIT

N
Northern
ENGINEERING INC.
 CONSULTING AND SURVEYING
 1040 E. 800 N.
 SPRINGVILLE, UT 84603
 (801) 802-8922

QUAIL BROOK ESTATES

235 EAST STREET RELEASE PARCEL	SHEET NO.
SPRINGVILLE, UTAH	07-14-15

THIS PARCEL IS NOT BEING RELEASED FROM THE CITY OF SPRINGVILLE, UTAH. THE CITY OF SPRINGVILLE, UTAH, IS THE OWNER OF THIS PARCEL. THE CITY OF SPRINGVILLE, UTAH, IS THE OWNER OF THIS PARCEL.



STAFF REPORT

DATE: June 28, 2016

TO: Honorable Mayor and City Council

FROM: J. Fred Aegerter, Community Development Director

SUBJECT: TKC LAND DEVELOPMENT II, LLC SEEKING AN AMENDMENT TO SECTION 11-4-301 OF SPRINGVILLE CITY CODE, ALLOWING AUTO PART SALES AS A PERMITTED USE IN THE NC-NEIGHBORHOOD COMMERCIAL ZONE.

RECOMMENDED MOTION

Move to approve Ordinance No. ____-2016 amending Section 11-4-301 of Springville City Code, allowing Indoor Auto Part Sales as a permitted use in the NC-Neighborhood Commercial Zone.

SUMMARY OF ISSUES/FOCUS OF ACTION

- Does the proposed request meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to the Title and Zone Map?
- Does it maintain the intent of the General Plan?

BACKGROUND

The applicant is looking to construct a retail auto parts sales facility, similar in size to the two existing on north Main Street, on a lot in the NC Zone along 400 South. Currently indoor auto part sales are not listed as a permitted or conditional use in the NC-Neighborhood Commercial Zone. The proposed amendment would amend the Land Use Matrix permitting sales of new and reconditioned auto parts in the NC Zone.

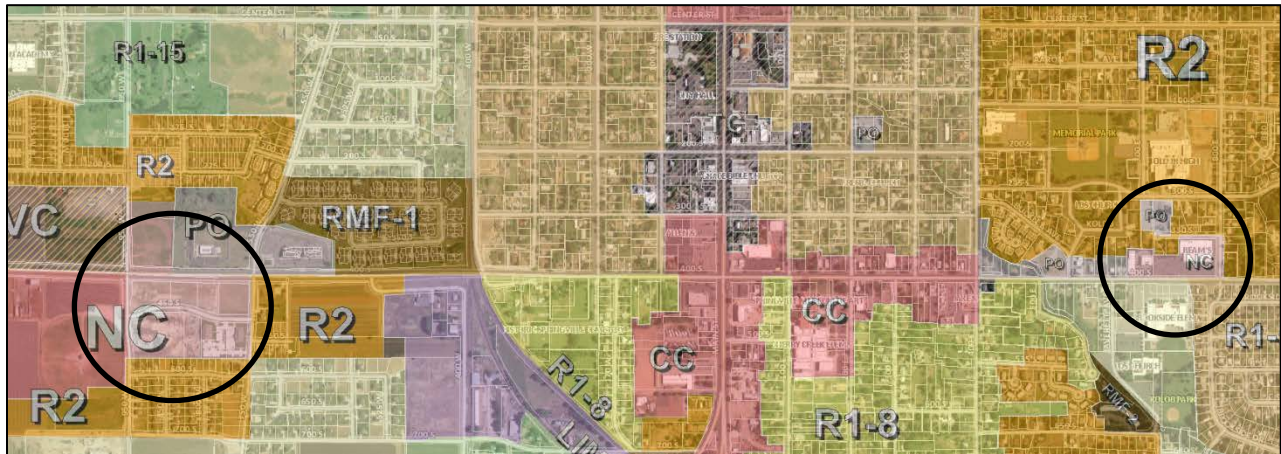
DISCUSSION

The Neighborhood Commercial zoning district is intended to provide commercial goods and services to an area of limited size for basic trade and personal services that occur on a daily or frequent basis.

The areas of Springville that fall within the NC zoning district are along 400 South, which actually serves a larger area due to the amount of traffic. Springville currently has three auto part sales stores along Main Street in the CC-Community Commercial and TC-Town Center zones.

CITY COUNCIL AGENDA

July 5, 2016



PERMITTED USE	ZONING DISTRICTS																			
	A1	R1-15	R1-10	R1-8	R1-5	R2	R-MHP	R-MF1	R-MF2	PO	BP	VC	TC	NC	CC	RC	HC	L-IM	H-IM	
AUTO & VEHICLE RELATED USES																				
Auto Parts Sales – New and Reconditioned – Indoor														P	P	P	P	P	P	P

PLANNING COMMISSION CONSIDERATION

The Planning Commission considered the amendment at the June 14, 2016 meeting in which a public hearing was held where no one addressed the commission.

Planner Thompson explained the applicants request in where auto part stores provide sales of commercial goods for personal services. In addition they do not offer repair or maintenance services and there will be no outdoor storage or displays. Planning staff was in favor of the amendment. Stephen Selu representing the applicant explained the auto part store chain operates and functions the same as a general retail store, which is a permitted use in the zone.

COMMISSION ACTION: Commissioner Clay moved to recommend approval of an amendment to Section 11-4-301 of Springville City Code, allowing auto part sales as a permitted use in the NC-Neighborhood Commercial Zone. Commissioner Mertz seconded the motion. Approval was unanimous.

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Michael Farrer	X	
Frank Young	X	
Genevieve Baker	X	
Karen Ellingson	X	
Michael Clay	X	
Brad Mertz	X	
Carl Clyde	X	

ALTERNATIVES

1. Adopt the zoning text amendment(s) as proposed;
2. Amend and adopt the proposed amendment(s);
3. Reject the proposed amendment(s).

Laura Thompson
City Planner

Attachments

cc: TKC Land Development II, LLC
Stephen A. Selu

ORDINANCE NO. ____-2016

AN ORDINANCE AMENDING SECTION 11-4-301 OF SPRINGVILLE CITY CODE, ALLOWING AUTO PART SALES AS A PERMITTED USE IN THE NC-NEIGHBORHOOD COMMERCIAL ZONE.

Be it ordained by the City Council of Springville, Utah:

SECTION 1: Section 11-4-301 of Springville City Code is hereby amended to read as follows:

PERMITTED USE	ZONING DISTRICTS																			
	A1	R1-15	R1-10	R1-8	R1-5	R2	R-MHP	R-MF1	R-MF2	PO	BP	VC	TC	NC	CC	RC	HC	L-IM	H-IM	
AUTO & VEHICLE RELATED USES																				
Auto Parts Sales – New and Reconditioned – Indoor													P	<u>P</u>	P	P	P	P	P	P

SECTION 2: This ordinance will become effective ten days after publication hereof in the manner required by law.

SECTION 3: The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this 5th day of July, 2016.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder



STAFF REPORT

DATE: June 29, 2016

TO: Honorable Mayor and City Council

FROM: J. Fred Aegerter, Community Development Director

SUBJECT: SPRINGVILLE CITY SEEKING AMENDMENTS TO TITLE 11, CHAPTER 5, ARTICLE 4 OF SPRINGVILLE CITY CODE, ADOPTING REGULATIONS FOR THE LAKESIDE OVERLAY ZONE.

RECOMMENDED MOTION

Move to approve Ordinance No. ____-2016, amending Title 11, Chapter 5, Article 4 of Springville City Code and adopting regulations for the Lakeside Overlay Zone.

SUMMARY OF ISSUES/FOCUS OF ACTION

- Does the proposed request meet the requirements of the Springville City Code, particularly 11-7-1, Amendments to the Title and Zone Map?
- Does it maintain the intent of the General Plan?

BACKGROUND

The Lakeside Community Plan of the Springville City General Plan was adopted by the City Council on April 5, 2016 and applied the Lakeside Overlay Zone to the areas within that area. As part of the approval process with the Planning Commission and City Council, direction was given to adopt regulations similar to those in the Westfields Overlay Zone for residential development.

The Land Use Goal of the Lakeside Community Plan is to: “Create a community of neighborhoods that includes a variety of housing types, styles, and densities and includes the necessary services and amenities to help ensure its continuity as a desirable and stable place for its residents.”

Strategy LU-1 of the plan is to: “Develop and adopt ordinances that provide density bonus to the underlying zone in exchange for developed parks, trails, and open space, building materials, architectural design features and other amenities.”

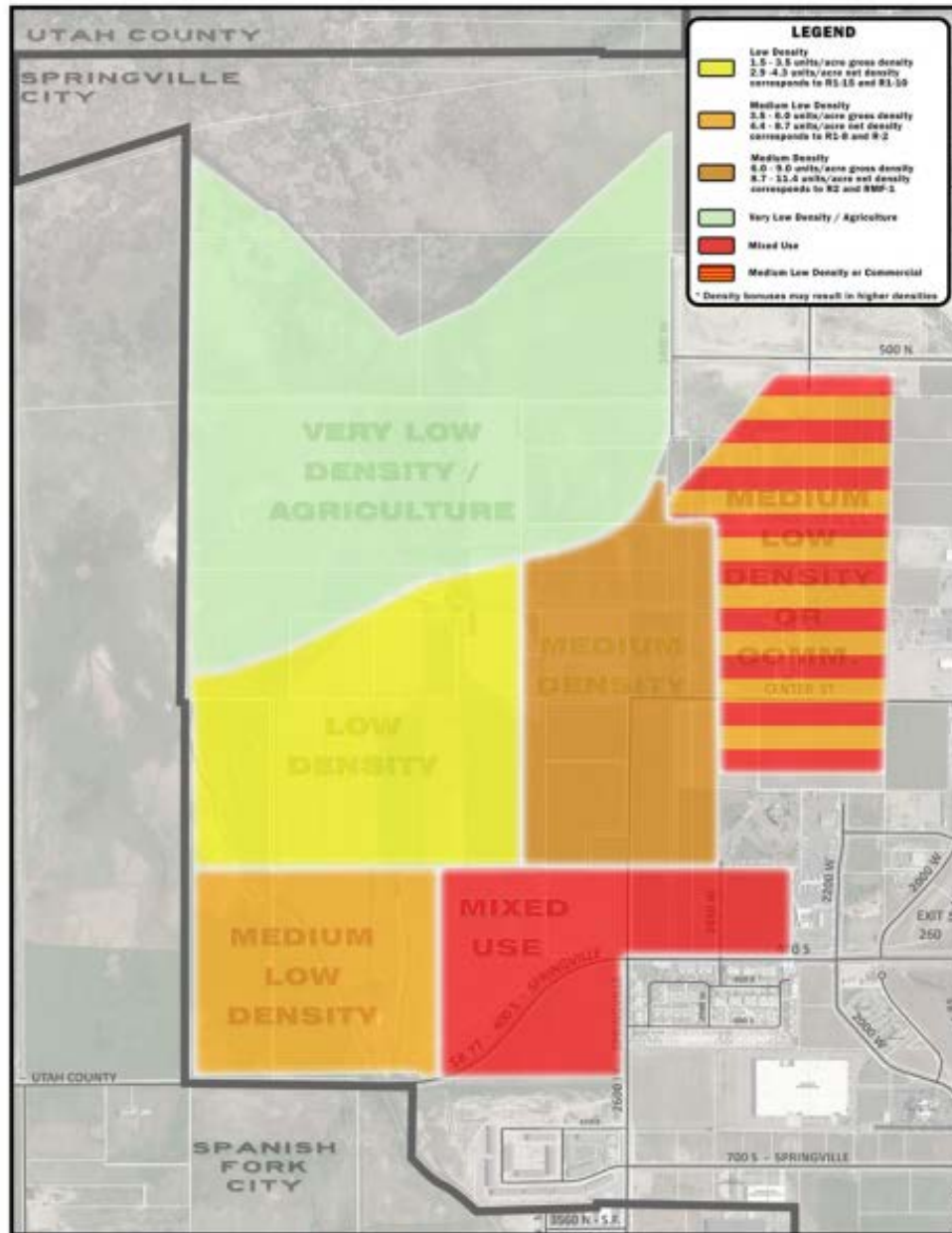
DISCUSSION

CITY COUNCIL AGENDA

July 5, 2016

The proposed amendments include the Lakeside Overlay within the overall regulations adopted for the Westfields Overlay. In order to make a slightly more diverse community, a few minor differences were included that will apply specifically to Lakeside communities in regards to density bonuses and the allowance for a percentage of front load garages for row house developments, otherwise the same regulations found in the Westfields will apply. An explanation of the changes are discussed below within the Planning Commission consideration.

LAKESIDE COMMUNITY PLAN



Map 5 Proposed future land use in the Lakeside Community

PLANNING COMMISSION CONSIDERATION

The Planning Commission considered the amendment at the June 14, 2016 meeting in which a public hearing was held. Planning staff outlined what changes were being made specifically in regards to the Lakeside Community. A summary of the discussion is below.

Planner Thompson explained that throughout the entire ordinance changes were made to include the Lakeside Overlay. Discussion would focus merely on the items being amended that were specific to the Lakeside Overlay. In Section 11-5-404(2)(a) in regards to minimum performance standards for multi-family developments, the proposal is to allow up to 50% of the overall units within the development to include front loaded garages that are flush or recessed from the front wall. Commissioner Clay asked where the 50% figure came from versus 40%. Planner Thompson explained it was generated by product that was introduced by a developer as part of the adoption of the Lakeside Community Plan in order to create different product options, such as creating rear yards for a number of the row houses.

The next section discussed was 11-5-405 which outlines the maximum density bonus percentage, which is currently 40% for developments within the Westfields Overlay. Planner Thompson explained in order to achieve opportunities for additional densities within the Lakeside Overlay; the minimum percentage is proposed to increase to 50%. Commissioner Baker questioned why the increase for Lakeside Overlay. Planner Thompson explained the Lakeside Communities are envisioned to have higher densities in the areas adjacent major and minor collector streets, which is limited in the adopted future land use map.

Planner Thompson explained Section 11-5-406 addresses the housing mix requirements and is being proposed to allow areas zoned R2 in the Lakeside Overlay to allow 100% of the development to develop under the RMF-2 development standards rather than the current 75% adopted for the Westfields Overlay. Commissioner Baker asked why the city wouldn't just zone the area RMF-2. Planner Thompson explained that it is a density bonus and does not have to be utilized. Some developers may choose to develop at the base density. With the density bonus you are potentially getting a better product. Director Aegerter explained part of the concept is to allow for a transition. Commissioner Baker stated that she understood one of the concepts was to create a mix or variety of housing types and this change seems it potentially allows for all one housing type.

Planner Thompson explained because of the opportunity for additional density, an additional density bonus item was added to the "Building Mix" criteria which will allow a 5% density bonus for row house developments that include five (5) significant elevation variations per block length.

The public hearing was opened in which Dave Morton with Anderson Development was heard and thanked Planning Staff on their efforts with trying to keep the proposal as simple as possible. He felt it makes some sense to create higher densities in this area to help it to continue to grow. From a market stand point, Mr. Morton explained that you don't want to locate single-family

homes within the middle of a multi-family development, which is why the 100% housing mix was sought and will actually help create the transitions desired. In regards to the 50% of the product being allowed to include front loaded garages was to allow additional variety of product and make to area more desirable to develop and include additional flexibility to residents that will choose to live there.

Commissioner Mertz moved to close the public hearing. Commissioner Farrer seconded the motion. Approval was unanimous.

Commissioner Clay was not in favor of the 50% of the product in row house developments being a front load product. Commissioner Baker stated she would be comfortable with 40%. Commissioner Baker was not in favor of the 100% of the product being allowed to develop at the RMF-2 standards and feel that 25% still needs to be developed as duplex or twin-homes.

COMMISSION ACTION:

Commissioner Baker moved to recommend approval of the proposed amendments to Title 11, Chapter 5, Article 4 of Springville City Code, adopting regulations for the Lakeside Overlay Zone with amending Section 11-5-404(2)(a) from the maximum 50% to a maximum of 40% of the overall units within the overall development and amending Section 11-5-406(3) by striking the R2/Lakeside Overlay line allowing 100% of the development in RMF-2. The motion died due to a lack of a second.

Commissioner Farrer moved to recommend approval of the proposed amendments to Title 11, Chapter 5, Article 4 of Springville City Code, adopting regulations for the Lakeside Overlay Zone as proposed by staff. Commissioner Mertz seconded the motion. Commissioner Young moved to amend the motion to limit the percentage of front loaded garages to 40% of the overall units within the development. Commissioner Clay seconded the amended motion. All commissioners voted aye on the amended portion of the motion. The vote on the original motion including the amendment was six in favor and one opposed.

Commission Vote

<u>Commissioner</u>	<u>Yes</u>	<u>No</u>
Michael Farrer	X	
Frank Young	X	
Genevieve Baker		X
Karen Ellingson	X	
Michael Clay	X	
Brad Mertz	X	
Carl Clyde	X	

ALTERNATIVES

1. Adopt the zoning text amendment(s) as proposed;
2. Amend and adopt the proposed amendment(s);
3. Reject the proposed amendment(s).

Laura Thompson
City Planner

Attachments

ORDINANCE NO. ____-2016

**AN ORDINANCE AMENDING TITLE 11, CHAPTER 5, ARTICLE 4 OF
SPRINGVILLE CITY CODE, ADOPTING REGULATIONS FOR THE LAKESIDE
OVERLAY ZONE.**

Be it ordained by the City Council of Springville, Utah:

SECTION 1: Title 11, Chapter 5, Article 4 of Springville City Code is hereby amended to read as follows:

11-5-401 Purpose and Intent.

The purpose of the Westfields and Lakeside overlay zones is to carry out the adopted policies of Springville City concerning the Westfields and Lakeside communities. This will help create attractive, diverse neighborhoods including a wide variety of attached and detached quality housing, along with opportunities for shopping and services all within reasonable walking distance for the majority of area residents.

(1) This purpose can be achieved by:

(a) Providing a network of connected streets and paths that will provide adequate circulation for both pedestrians and vehicles and encourage a less auto-dependent community;

(b) Providing a broad range of housing including suburban residences to urban-type apartments and townhouses throughout the area;

(c) Providing significant open space, consisting of formal parks located throughout the residential area and squares located in the village center, along with a network of trails adjacent to waterways and the power corridor; and

(d) Developing streets that balance the needs of vehicles, pedestrians and residents.

(2) Examples of architectural features and building siting specifically identified as being desirable are found in some sections of Springville's Plat A neighborhoods, which may serve as a source of concepts and ideas to emulate. Neighborhoods should be created that are long-term assets to future generations of Springville. Considerations for creating quality, functional neighborhoods include, but are not limited to:

(a) Similar residential densities generally facing each other across the street and the rear of the lots acting as the boundaries between different densities of housing and types of uses.

(b) Higher density developments mixed with single family detached housing should generally be located near park space or on the edges of the neighborhood.

- (c) Larger two story houses or twin homes should generally be located on corner lots.
- (d) Front facades should run parallel to the street.
- (e) Well-defined front entries and attractive porches.
- (f) Recessed or detached garages, located behind the front setback line.
- (g) Recessed or detached garages that are not major focal points of houses when viewed from the street and are located behind the front setback line.
- (h) Use of traditional building materials, specifically brick.
- (i) Use of same material on all facades of the building.
- (j) Use of heavier materials (e.g., brick and stone) on the bottom of the facade, with lighter materials on the top (e.g., stucco or siding).
- (k) Use of heavier materials on the primary facades with lighter materials on projections or relief features.
- (l) Darker colors on the bottom of the facade with lighter colors on the top.
- (m) Vertical orientation of primary windows.
- (n) Symmetrical placement of window within the bay of the facade.
- (o) Use of mullions and muntins to break up large expanses of glass, creates a vertical emphasis of windows.
- (p) Window treatments should either be recessed, trimmed or project from the exterior wall to provide variation in the facade. Window sills and window heads are also encouraged.
- (q) Tree lined streets with adequately sized park strips.
- (r) Roof pitches appropriate to the style, typically greater than 5/12.

11-5-402 Use and Development Regulations.

Uses in the Westfields and Lakeside Overlays are limited to the permitted, conditional and accessory uses in the underlying zone for those developments not participating in the density bonus program. For developments participating in the density bonus program, attached dwelling units will be allowed in accordance with the requirements of the density bonus program.

Each portion of the development must correspond to an existing zoning designation adopted by Springville City and that designation must be indicated on the plat or site plan submission.

11-5-403 Density Determination.

The following are the baseline numbers establishing densities for each residential zone ~~in the~~ Westfields:

Zoning District	Baseline Units/Acre
R-1-15	2.0
R-1-10	3.0
R-1-8	3.8
R-2	6.0
RMF-1	7.7
RMF-2	11.5

The table above is based on the ~~net~~gross developable acreage of the entire proposed development. The net developable acreage is the number of units per acre, excluding ~~30%~~ the percentage of the developable land for street right-of-way and then divided by the minimum lot size of the underlying zone, then rounded down to the nearest tenth of an acre. This number shall serve as the maximum number of units allowed in any development not participating in the density bonus program and shall serve as the baseline number from which densities will be calculated for developments that are in the density bonus program.

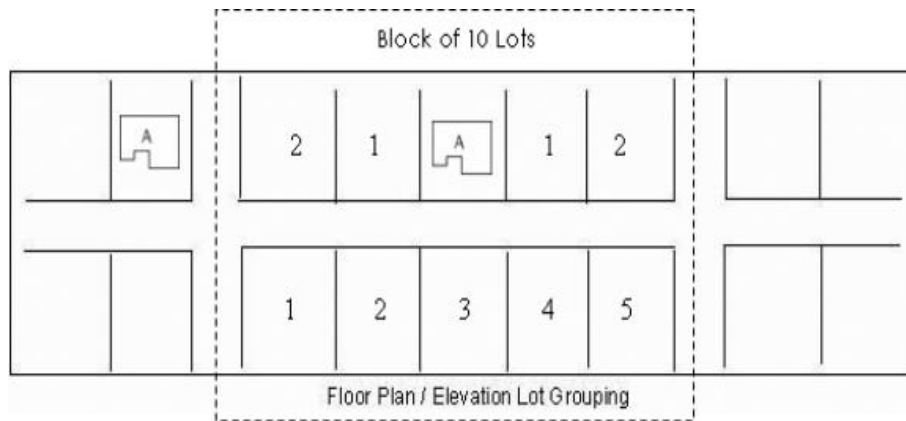
The area of nonresidential uses in a proposed development, except for parks and open spaces, will be excluded from the net developable acreage when determining the baseline numbers as per the table above.

(Ord. No. 12-05, 06/07/2005)

11-5-404 Minimum Performance Standards.

(1) The following are minimum standards for single-family detached dwellings, twin homes or duplexes developed in the Westfields and Lakeside Overlays:

(a) The same elevation may not be used on the adjacent two (2) lots on either side of the subject property or the five (5) lots across the street from the subject property on any block length, as illustrated below.



(b) No garage shall occupy more than forty percent (40%) of the total building frontage. This measurement does not apply to garages facing on a carriage way, or set back at least twenty feet (20') from the front of the house or that are side loaded.

(c) In any lot with street frontage of sixty feet (60') or less that includes a carriage way, all required parking shall be accessed from the carriage way. The required parking shall be set back a minimum of five feet (5') from the rear property line.

(d) Front loaded garages on lots with street frontage of sixty feet (60') or less must be set back a minimum of twenty feet (20') from the required front setback of the house.

(e) Single-family detached houses may have a roof pitch of no less than five to twelve (5:12).

(f) All walls which face a public street must contain at least twenty-five percent (25%) of the wall space in windows or doors. However, on homes that have side-loaded garages, all walls which face a public street must contain at least twenty percent (20%) of the wall space in windows or doors.

(g) Primary entrances shall face the public street and sidewalk.

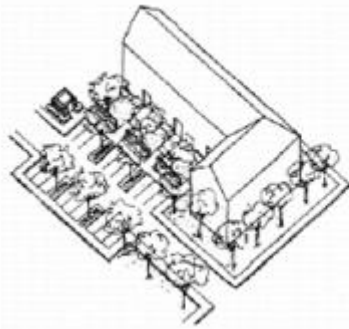
(h) Windows shall not be flush with exterior walls. They shall be recessed or treated with a trim.

(i) Building materials shall be applied in consistent amounts on the front and side wall elevations of houses on interior lots and all wall elevations of the houses on corner lots. In no case shall the percentage of building materials vary greater than ten percent (10%) on those elevations where consistent amounts are required.

(2) The following are minimum standards for any multiple-unit residential buildings and lots, either for rental or ownership, developed in the Westfields and Lakeside Overlays:

(a) Parking for all multi-family dwelling units (excluding row houses in the Lakeside Overlay) shall be located behind the principal building and may be accessed from a carriage way or driveway. Parking for row house units in the Lakeside Overlay may include a maximum of fifty percent (40%) of the overall units within the development to include front loaded garages that are flush or recessed from the front wall.

(b) Primary entries shall face a public street.



Locate parking areas along non-street facing elevations with primary entries facing public street.

(c) At least fifty percent (50%) of the block length shall have building facades within thirty feet (30') of the front property line.

(d) All front facades must include twenty-five percent (25%) of the wall space in windows or doors.

(e) The use of materials must be consistent on all sides of the building.

(f) Standards specific to large developments more than fifty (50) units.

(i) Variation in building facades facing streets is encouraged to provide identity to buildings within multi-family projects. This may include a variety of building styles, massing, composition, and prominent architectural features, such as door and window openings, porches, and rooflines.

(ii) Building frontages greater than one hundred feet (100') shall include projections and recesses, balconies, arcades and other distinctive features to interrupt the length of any building facade facing a street.

(g) Windows shall not be flush with exterior walls. They shall be recessed or treated with a trim.

(Ord. No. 9-05, 05/17/2005; Ord. No. 06-2012, 07/17/2012)

11-5-405 Bonuses for Maximum Density.

Densities in excess of the baseline density for the underlying zone may be considered for developments which comply with the density bonus program requirements up to a maximum of

40% for developments in the Westfields Overlay and up to a maximum of 50% in the Lakeside Overlay. The amount of density bonus shall be determined by the type of density bonus requirements incorporated into the development proposal. In no case shall the density bonus exceed the overall maximum density allowed for the zone in which the development occurs.

Zoning District	Baseline Density (Units/Acre)	Maximum Density with 40% Bonus (Westfields Overlay)	Maximum Density with 50% Bonus (Lakeside Overlay)
R1-15	2.0	2.8	<u>3</u>
R1-10	3.0	4.2	<u>4.5</u>
R1-8	3.8	5.3	<u>7.7</u>
R2	6.0	8.4	<u>9</u>

11-5-406 Housing Mix Requirements.

A range of housing densities and types is an objective of Springville City for both the Westfields and Lakeside communities. In order to help insure this mix occurs, developers participating in the density bonus program will be required to meet the following requirements described below and listed on the table included below.

(1) In areas zoned R1-15 and R1-10, a minimum of twenty-five percent (25%) of the gross developable land (total land area minus land donated to City for density bonus) shall be developed at the baseline density. Additionally, another forty-five percent (45%) of the land shall be developed as single-family detached dwellings for a total of seventy percent (70%) of the gross developable land being developed with single-family detached units. The remaining thirty percent (30%) of the gross developable land may be developed under the development standards of the RMF-1 zone. Up to a maximum of fifteen percent (15%) of the gross developable land may be developed as duplexes or twin homes.

(2) In areas zoned R1-8, a minimum of twenty-five percent (25%) of the gross developable land (total land area minus land donated to City for density bonus) shall be developed at the baseline density. Additionally, another forty-five percent (45%) of the land shall be developed as single-family detached dwellings for a total of seventy percent (70%) of the gross developable land being developed with single-family units. The remaining thirty percent (30%) of the gross developable land may be developed under the development standards of the RMF-2 zone. Up to

a maximum of fifteen percent (15%) of the gross developable land may be developed as duplexes or twin homes.

(3) In areas zoned R2, in the Westfields Overlay, a minimum of twenty-five percent (25%) of the land shall be developed at the baseline density. The remaining seventy-five percent (75%) may be developed under the development standards of the RMF-2 zone. In areas zoned R2 in the Lakeside Overlay, one-hundred percent (100%) may be developed under the development standards of the RMF-2 zone.

Zone	The % of land that must be developed at Base Zoning Designation	Additional % of land that must be developed as single-family detached dwellings	Maximum % of land that may be developed as duplexes or twin homes	Maximum % of land that may be developed under RMF-1 Development Standards	Maximum % of land that may be developed under RMF-2 Development Standards
R1-15	25%	45%	15%	30%	
R1-10	25%	45%	15%	30%	
R1-8	25%	45%	15%		30%
R2			25%		75%
<u>R2/Lakeside Overlay</u>					<u>100%</u>

11-5-407 Density Bonus.

(1) For developers requesting densities greater than the baseline density, the development must comply with two (2) or more of the bonus density requirements described in this Section, depending on the desired density increase. Participation in the density bonus program is contingent upon meeting at least one (1) of the requirements of the “Parks, Open Space and Other Public Lands” and “Building Materials” categories. A minimum of three percent (3%) shall be achieved from each category. For developments in the Village Center a participation minimum of twelve percent (12%) in the “Open Space and Other Public Lands” and fifteen percent (15%) in the “Building Materials” categories is required. The Planning Commission and City Council shall review the project at the preliminary stage and determine if the proposed design complies with the intent of the bonus density requirements before points will be granted.

(2) In order to achieve the maximum density bonus allowed in the zone, the development shall have received density bonus points from at least one (1) component in at least three (3) of the following categories: (a) Parks, Open Space and Other Public Lands; (b) Building Materials; (c) Design Features; (d) Building Mix; and (e) Recreational Vehicle Storage.

(3) The bonus density requirements are as follows:

(a) Parks, Open Space and Other Public Lands. A primary objective of the Westfields and Lakeside Overlays is meeting the objectives of Springville City to preserve some specific locations of open space and establish certain types of parks and open space. Additionally, there are public uses that will need to be located in the area that are important to the area functioning appropriately. Springville City will have the right to accept or reject any areas proposed to meet this requirement.

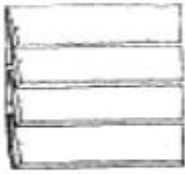
PARKS, OPEN SPACE AND OTHER PUBLIC LANDS	
Density Bonus Improvement	Requirements and Bonus
Park land and improvements donated to Springville City	<p>A 1.2% density bonus for each 1% of developed park land within the development up to a 12% density bonus. The park will become the property of Springville City.</p> <p>Parks shall include a minimum of 100% of the total park boundary along a public street and be centrally located within the development. Parks adjacent linear open space and/or public or quasi-public grounds or uses may be accepted with less than 100% of the park boundary adjacent a public street on a case-by-case basis and may require off-street parking.</p> <p>Springville City will not accept parks of less than five acres. Parks shall include improvements totaling no less than the amount per acre established by resolution and approved by the City Council and shall include grading, sprinkler system and installation of the lawn, trees and other planting. Other improvements may include restrooms, tennis and basketball courts, soccer fields, baseball diamonds, playgrounds, trails, benches, picnic shelters and other types of improvements. The developer will be responsible for verifying improvement expenditures.</p>
Linear open space and trails along waterways and the power line	A 0.7% density bonus for each 1% of land developed for a linear trail system within the development up to 7% density bonus. The trail system shall become property of Springville City.

corridor	Improvements shall include: grading improvements, 10-foot-wide hard-surfaced trail, benches every 1/8th mile and landscaping, including at least three trees per 100 linear feet. Other types of improvements may include trail heads. Parks shall include improvements totaling no less than the amount per acre established by resolution and approved by the City Council.
Fees in lieu of park land and improvements	For parcels that are too small for development of a park meeting the minimum City standard of five acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.
Public property dedications	A density bonus of 0.5% for each 1% of land identified by the City for a public purpose and deeded to the City.

(b) Building Materials. Historically, brick was the primary exterior finish for buildings in Springville and the intermountain west, because of the abundance of clay and the limited quantities of wood. Stone was also used on a more limited basis for exterior finishes. The maintenance-free nature of these materials and the variety of types of ways they can be used to create interest and variety make them a desired component for housing in the Westfields and Lakeside Overlays.

BUILDING MATERIALS	
Density Bonus Improvement	Requirements and Bonus

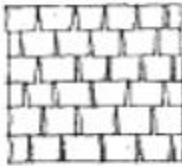
Horizontal
Wooden siding



Vertical
Wooden siding



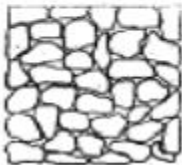
Shingle



Stucco



Stone



Brick



The following density bonuses shall apply to percentages of all facades of multi-family, two-family and single-family dwellings; however, for detached single-family and attached two-family dwellings on interior lots, it shall only apply to the front and side wall facades. Multi-family dwellings must participate at the 50% net level at a minimum. Options for less than 100% of detached single-family and two-family units meeting these requirements may be considered and shall be pro-rated accordingly; however, the 3% density bonus minimum must be met. For those participating at a building materials density bonus percentage greater than 8%, brickwork must include one element of coursing different from the major coursing on the building (i.e., the stretcher bond is the most commonly used and a soldier, dogtooth, or other coursing must be included as part of the overall brick application.)

- a. A density bonus of 5% shall be given where 25% of the gross facade elevation includes brick or stone on detached single-family and attached two-family dwellings.
- b. A density bonus of 8% shall be given where 25% of the gross facade elevation includes brick or stone and the remainder in stucco, wood or fiber cement siding on detached single-family and attached two-family dwellings.
- c. A density bonus of 15% shall be given where 50% of the gross facade elevation includes brick or stone with 50% of the remainder in stucco, wood or fiber cement siding on detached single-family and attached two-family dwellings.
- d. A density bonus of 15% shall be given where 50% of the net facade elevation includes brick or stone with 50% of the remainder in stucco, wood or fiber cement siding on multi-family dwellings. All multi-family residential developments must meet the 15% standard in order to participate in the density bonus program.
- e. A density bonus of 20% shall be given where 75% of the gross facade elevation includes brick or stone with 50% of the remainder in stucco, wood or fiber cement siding on

	<p>detached single-family and attached two-family dwellings.</p> <p>f. A density bonus of 20% shall be given where 75% of the net wall elevation includes brick or stone with the remainder in stucco, wood or fiber cement siding on multi-family dwellings.</p>
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(c) Design Features. Specific building features help to provide interest and variety to the whole array of residential facades. It is important that these design elements are appropriate to the architecture of the building and appropriately located in that architecture. These will be considerations in awarding density bonuses for this category.

DESIGN FEATURES	
Density Bonus Improvement	Requirements and Bonus
Porch improvements	<p>A density bonus of between 2% to 4% may be given for porches on the front facade of the building. Roofs above porches which are not extensions of the roof should generally be hipped, truncated hipped or gabled or a pedimented portico. Shed or flat roofs are generally discouraged. Porch roof slope should mimic the roof slope of the dwelling. A mix of porches may be used and the density bonus prorated.</p> <p>a. A density bonus of up to 2% bonus may be given for a covered porch at least five feet deep which covers at least 25% of the front facade width with basic porch supports.</p> <p>b. A density bonus of up to 3% may be given for a recessed entry at least three feet deep and five feet wide with living space on either side and roofed.</p> <p>c. A density bonus of up to 3% may be given for a porch meeting all of the requirements of (a) along with architectural pillars or posts (e.g., battered porch piers, columns, brick or stone pillars).</p> <p>d. A density bonus of up to 4% may be given for a porch meeting all of the requirements of (a) and (c) along with including an enclosure of no greater than three feet in height which may include a balustrade or wainscoting or similar treatment.</p>

Projecting bays	A density bonus of up to 2% may be given for projecting bays of at least two feet deep covering at least 15% of the front facade, based on materials and appropriateness of location.
Balconies	A density bonus of up to 2% may be given for balconies covering at least 15% of a facade facing a street and which extend at least one foot on each side beyond the width of the doorway and which are at least 3 feet in depth.
Dormer windows	A density bonus of 2% may be given for dormer windows based on materials and appropriateness of location.
Window accents	A density bonus of up to 2% may be given for window opening accents on all front facade windows, such as a window head (e.g., pedimented or hooded) and a projecting sill (e.g., precast or brick) along with keystones, brick soldier coursing above the window, etc.
Recessed and detached garages	A prorated density bonus of 5% may be given for garages located at least 20 feet behind the front setback of the house. A prorated bonus density of 8% may be given for a detached garage located at least 40" behind the front setback of the house. This density bonus only applies to single-family detached dwellings with greater than 60' of street frontage.
Underground parking garages in multi-family	A prorated density bonus of up to 75% may be given for common underground parking garages in multiple-family dwelling structures which include internal circulation.

(d) Building Mix.

BUILDING MIX	
Density Bonus Improvement	Requirements and Bonus
Row Houses	A density bonus of 3% will be awarded for developments where over 50% of multi-family dwellings are row houses.
<u>Variation in front elevations on row house developments</u>	<u>A density bonus of 5% will be awarded for row house developments that include five (5) significant elevation variations per block length.</u>

(e) Recreational Vehicle Storage.

RECREATIONAL VEHICLE STORAGE	
Density Bonus Improvement	Requirements and Bonus
Storage Area	A density bonus of 3% will be awarded for developments that include an appropriately screened storage area for recreation vehicles in developments of over 25 lots of less than 10,000 square feet at a rate of 100 square feet per lot.

(Ord. No. 07-2009, 04/07/2009; Ord. No. 06-2012, 07/17/2012)

11-5-408 Submission and Approval Process.

Any development in the Westfields and Lakeside Overlay Zones shall be processed as a subdivision, as described in Title [14](#) of the Springville City Code, if new lots or streets are being created. Any development not meeting the criteria for subdivision shall be subject to site plan review pursuant to Chapter 7, Article 4 of this Title. Development approvals of the concept plan, preliminary plan and final plats shall be effective as described in Title [14](#). Participants in the density bonus program may not submit the concept and preliminary plans simultaneously. Density bonus program developments will be subject to one (1) additional step in the subdivision review process, which shall be review of the preliminary plan by the City Council. Submissions for developments proposing density bonuses will also be required to include the following information.

(1) Concept Plan Requirements:

- (a) Basic site analysis, including waterways, existing plant materials, sensitive lands (possible wetlands) and other significant natural features of the site;
- (b) Vehicular and pedestrian circulation patterns within and connecting outside of the proposed development;
- (c) The general location of housing by types, along with proposed park and linear open space areas.

(2) Preliminary Plan Requirements:

- (a) Tabulation of total acreage of the site with acreage and percentage of rights-of-way, carriageways, lots by zoning classification (i.e., R1-10, R1-8, R2, etc.), park land, linear open space, water ways, etc.;

- (b) Preliminary building elevations with notation of building materials of all building types proposed within the development;
- (c) A general landscape plan showing landscaping and other site improvements for multi-family developments, street trees, parks and linear open space;
- (d) The proposed location of each phase, if the project is proposed to be done in phases;
- (e) The proposed circulation system, including street and path systems;
- (f) Table of densities for each development phase with an overall density for the development; and
- (g) Such other information as may be necessary to determine whether the proposed is in accordance with the applicable standards and meets the intent of this ordinance.

(3) Final Plan Requirements:

- (a) All of the items required by the Planning Commission and City Council as part of preliminary development plan approval;
- (b) A complete and accurate legal description of all property proposed for development, along with accurate legal descriptions of all property to be deeded to Springville City for parks, linear open space and rights-of-way;
- (c) A detailed site plan showing the precise location of buildings and structures, the location of parks, linear open space, waterways, streets, carriageways and trails, along with other relevant aspects of the site;
- (d) Parking layout showing the location of individual stalls and all areas of ingress and egress;
- (e) A detailed landscape plan showing the location, types and sizes of all plant materials, sprinkling or irrigation system, screening and fencing;
- (f) Final elevation of all buildings proposed within the development with notation of building materials;
- (g) Final plat, along with all covenants, conditions and restrictions which the City deems necessary to provide adequate guarantees for retention and maintenance of the development as approved; and
- (h) A time schedule for completion of landscaping and amenities for parks, linear open space and multi-family dwellings.

11-5-409 Final Plat Recordation.

The final approved plat shall be recorded as a subdivision and be included in the subdivision plat records of the Utah County Recorder's office. Recordation by the City shall only take place after the necessary signatures are obtained, all approvals given and all bonds and fees posted with the Community Development Department and all required easements and deeds are provided to Springville City. A completed Development Agreement signed by the developer shall also be submitted and approved prior to recordation of the plat.

11-5-410 Covenants, Conditions & Restrictions (CC&R's).

(1) The City may require the applicant to submit for recording covenants, codes and restrictions which will provide adequate guarantees for the permanent retention and maintenance of carriageways, open space, and architectural design standards and requirements necessary to achieve the density bonus. These CC&R's shall include, at a minimum, provisions for:

(a) Establishment of a homeowners association, unless the property will be held in single ownership by either a corporation, partnership or an individual and restrictions are recorded requiring the establishment of a homeowners association in the event that the unity of the title is not maintained. In the event that there are not common areas or improvements, a homeowners association will not be required.

(b) A notice to subsequent owners of the need to obtain City approval of changes to the development to ensure that density bonus improvements are retained.

(2) Each phase submitted for review shall include the CC&R's for approval.

(3) Two (2) copies of the declaration of CC&R's shall be submitted to the City, signed and prepared for recording at the Utah County Recorder's office prior to approval of the final plat.

11-5-411 Amendments to the Plan or Recorded Plat.

(1) All developments shall conform to the final plan. Minor changes in the location, siting or character of buildings and structures that may be required by engineering or other circumstances not foreseen at the time the final development plan was approved may be authorized by the Community Development Director. The Director may not authorize any of the following changes:

(a) A change in the use of character of the development.

(b) An increase in the overall density or intensity of use.

(c) A reduction or change in the character of the approved parks or linear open space.

(d) A reduction or change in property identified for public land purposes.

(e) A reduction of required off-street parking.

(f) A detrimental alteration to pedestrian, vehicular and bicycle circulation and utility networks.

(2) Any major changes in use or rearrangement of lots, blocks, building tracts or groupings or changes in open space shall be subject to Planning Commission and City Council review and action. Amendments proposed after final approval may be made only if changes in conditions have occurred since the final development plan was approved. Any major changes must be recorded as amendments and be reviewed and approved in accordance with procedures established for final development plan review.

11-5-412 Construction Requirements.

(1) Performance Guarantees: Prior to recording the subdivision plat and prior to issuance of any building permit on property included in the approved development plan, a performance guarantee meeting the requirements of Title [14](#), Chapter 5, Article 2 of this Code shall be established to cover the cost of all private and public infrastructure improvements, amenities and landscaping of required parks and linear open space and multi-family portions of the development.

(2) Completion of Improvements: Notwithstanding the provisions found in Section [14-5-101](#)(2) of this Code, a time schedule for the completion of all landscaping and amenities associated with park, linear open space, and multi-family portions of the development shall be provided by the developer. Generally, all landscape improvements shall be installed prior to receiving the certificate of occupancy; however, improvement may be delayed for weather or water-related reasons. In no case shall the allowed time exceed twelve (12) months. If not completed at the end of twelve (12) months, the City will review the progress and may proceed to use the bond funds to make the improvements in accordance with the approved plan.

(3) Phasing: If the development is proposed to be phased, the requirements of Section [14-2-104](#)(5) shall be met. If the first phase meets the requirements of the underlying zone, no dedications of parks, linear open space or public lands shall be required. However, prior to development of any phases with densities greater than the underlying zone, such improvements must be included.

11-5-413 Failure to Comply.

In case of failure or neglect to comply with any and all of the provisions of this chapter and the conditions and stipulations established for the Westfields and Lakeside Overlay Zones, the building official may not authorize the occupancy of any structure. Such failure or neglect shall be cause for termination of the approval of the development.

11-5-414 Building Permit.

The building official shall not issue a permit for any proposed building, structure or use within the development unless that building, structure or use is in accordance with the approved plan and any conditions imposed in conjunction with its approval.

11-5-415 Violations.

Any violation of the final development plan shall be grounds for the City to order that all construction be stopped and that building permits and certificates of occupancy be withheld until the violation is removed or adequate guarantee of such removal is provided to the City. Violation of any plan approved under the Westfields and Lakeside Overlay Zones shall be considered a violation of this Title as provided in Chapter 8 of this Title.

SECTION 2: This ordinance will become effective ten days after publication hereof in the manner required by law.

SECTION 3: The City Recorder shall cause this ordinance or a short summary hereof to be published in the *Daily Herald*, a newspaper published and of general circulation in the City.

ADOPTED by the City Council of Springville, Utah, this 5th day of July, 2016.

Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder



STAFF REPORT

DATE: July 5, 2016

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney; David Stoddard, Legal Extern

SUBJECT: CONSIDERATION OF APPROVING A FRANCHISE AGREEMENT WITH CENTRAL TELCOM SERVICES ("CENTRACOM")

RECOMMENDED ACTION

Motion to approve a Franchise Agreement between Springville City and Central Telcom Services, LLC, DBA CentraCom Interactive, in order to install telecommunication infrastructure within City.

BACKGROUND

Pursuant to Springville City Code Title 13, Central Telecom Services, DBA CentraCom, has applied for a Franchise Agreement with Springville to install telecommunications infrastructure in City's right-of-way. CentraCom is a Utah Limited Liability Company headquartered in Fairview, Utah. CentraCom Interactive is a telecommunications company, which provides Phone Service, Internet Service and Cable TV to much of central, north, and western Utah. CentraCom Interactive is DBA of Central Utah Telephone. Central Utah Telephone was founded in 1903 as the first Independent rural telephone company in Fairview, Utah.

For over a hundred years, the CentraCom organization has provided telecommunication services all over Utah. CentraCom provides services to end users as well as other Providers. CentraCom intends to serve commercial areas in Springville and currently has pipeline fiber builds to 2151 West 500 North, 2065 West 500 North, 993 North 950 West, and 2132 West 700 South.

The franchise agreement meets the requirements of Springville's Telecommunications Rights-of-Way ordinance found in Title 13 of Springville's City Code. The agreement includes the following provisions.

Ordinance. CentraCom will be required to follow City's Telecommunications Rights-of-Way ordinance. If City amends the ordinance and there is a conflict between the ordinance and the agreement, the agreement will govern, unless the ordinance is for public health, safety or welfare, in which case the amendment will govern.

Franchise Description. The agreement confers on CentraCom the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across City's rights-of-way. The franchise does not grant CentraCom the right, privilege or authority to engage in community antenna (or cable) television business. However, CentraCom will have the right to permit businesses with cable franchises to utilize CentraCom's system. The franchise rights may not be assigned to another entity.

Franchise Fee. The franchise fees will be 3.5% of gross receipts in accordance with Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by City. This franchise fee is subject to change should any law governing franchise fees allow or require for such changes to be made. CentraCom will also pay City any and all applicable administrative fees to reimburse for all costs and expenses associated with the preparation and adoption of the ordinance and agreement. Federal laws prohibit charging fees for the internet services, however, if CentraCom later decides to add television services in Springville City, a fee of 5% of gross revenues from the television services may be added as an additional fee on this franchise agreement.

Term and Renewal. The term of the agreement is 10 years with a 5 year renewal option should both parties agree. This is in line with Springville's ordinance.

Indemnification and Insurance. CentraCom is required to indemnify City for damages CentraCom causes and to provide adequate insurance.

Installation. CentraCom is required to follow all of City's excavation and other pertinent ordinances, policies, and standards and specifications in installing its infrastructure.

FISCAL IMPACT

Springville City will receive 3.5% of CentraCom's gross receipts for phone services within City. City will also receive applicable administrative fees to reimburse for the execution of this agreement.

Attachments: Proposed Agreement

FRANCHISE AGREEMENT
SPRINGVILLE City – CENTRAL TELECOM SERVICES (DBA CentraCom Interactive)

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between Springville City, Utah (hereinafter “City”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 110 South Main Street, Springville, Utah, 84663, and Central Telecom Services, LLC, DBA CentraCom Interactive, a Utah limited liability company (hereinafter “Provider”) with its principal place of business at 35 South State Street, Fairview, Utah 84629.

WITNESSETH:

WHEREAS, Provider desires to provide telecommunication and data services within City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of City; and

WHEREAS, City has enacted Title 13 of the Springville City Municipal Code (hereinafter the “Telecommunication Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in Springville City; and

WHEREAS, City, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide Provider a nonexclusive franchise to operate a telecommunications network in City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, City and Provider agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between City and Provider.

1.2 Ordinance. City has adopted the Telecommunications Rights-of-Way Ordinance. Provider acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance, as it is or may be amended in accordance with Section 1.3 of this Agreement. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require Provider to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined, by a court of law, to be unlawful or beyond City’s authority.

1.3 Ordinance Amendments. City reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time, as its City Council deems necessary. Provider agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon Provider the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in City contingent upon Provider meeting all City regulations, rules, laws, and policies and Provider obtaining all necessary permits. Provider shall not provide services directly regulated by the Utah Public Service Commission (“PSC”) unless authorized by the PSC. The franchise does not grant to Provider the right, privilege or authority to engage in community antenna or cable television business or any other service that is not considered a telecommunications service; although, nothing contained herein shall preclude Provider from: (1) permitting those with a cable franchise with City who are lawfully engaged in such business to utilize Provider’s System within Springville City for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this Agreement may not be subdivided, assigned, or subleased to another person or entity, except a wholly owned subsidiary of Provider, unless agreed to in writing by City.

1.5 Licenses. Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance. Provider shall deliver a copy of the relevant approvals, licenses or permits to City before construction is commenced.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, Provider shall pay to City a tax of 3.5% of gross receipts in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410). Changes in the rate shall follow the requirements of the Telecommunication License Tax Act. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

Payments are due to the Utah State Tax Commission within forty-five (45) days after receipt by Provider. Interest will accrue on late payments at the rate charged for delinquent state taxes.

If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law, Provider shall pay to City a tax levy or franchise fee of three and one-half percent (3.5%) of its gross receipts derived from telecommunications services attributed to or services provided within City. Further, City reserves the right to adjust this franchise fee if the laws governing such fees allow for changes in the future.

2.2 Administrative Fees. Provider shall pay to City any and all applicable administrative fees to reimburse City for all costs and expenses associated with the preparation and adoption of the Ordinance and this Agreement. The administrative fees shall be paid to City within sixty (60) days of adoption of the Ordinance.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to Provider shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial five (5) year term of this Agreement, the parties may renew the franchise granted herein for an additional five (5) year term by mutually agreeing in writing to the same terms and conditions as contained in this Agreement not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of Provider Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between Provider and City, or by revocation or forfeiture, Provider shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of Provider, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. Provider, with the written consent of City, may abandon any underground facilities in place, subject to the requirements of City. In such an event, the abandoned facilities shall become the property of City.

ARTICLE 4. POLICE POWERS.

City expressly reserves, and Provider expressly recognizes, City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

6.1 Meet to Confer. Provider and City recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way Provider conducts its business and the way City regulates the business. In recognition of the present state of uncertainty respecting these matters, Provider and City each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in

view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction,, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and City’s ordinances, regulations, and standards and specifications for excavation permits. For Provider, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and City’s ordinances, regulations, and standards and specifications for excavation permits.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) Provider fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by City of such failure;

(b) Provider, by act or omission, materially violates a material duty herein set forth in any particular within Provider’s control, and with respect to which redress is not otherwise herein provided. In such event, City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving Provider notice of such determination, Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, City may declare the franchise forfeited and this Agreement terminated, and thereupon, Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, City may provide additional time for the reasonable correction of

such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of Provider; or

(c) Provider becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by Provider within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of City.

6.3 Remedies at Law. In the event Provider or City fails to fulfill any of its respective obligations under this Agreement, City or Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of City and Provider. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 City designee and Address. City Administrator or his or her designee(s) shall serve as City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from Provider to City pursuant to or concerning this Agreement, shall be delivered to City's representative at 110 South Main Street, Springville, Utah 84663, or such other officer and address as City may designate by written notice to Provider.

7.2 Provider Designee and Address. Provider's _____ or his or her designee(s) shall serve as Provider's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from City to Provider pursuant to or concerning this Agreement, shall be delivered to Provider's headquarter offices at 35 South State Street, Fairview, Utah 84629, and such other office as Provider may designate by written notice to City.

7.3 Failure of Designee. The failure or omission of City's or Provider's representative to act shall not constitute any waiver or estoppels by City or Provider.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in City pursuant to this Agreement, Provider shall furnish to City evidence that it has adequate general liability and property damage insurance. Any and all insurance, whether purchased by Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to City. At a minimum, Provider's insurance shall one of the three highest or best ratings from the Alfred M. Best Company of liability insurance, including comprehensive general liability insurance. The policy or policies shall name as additional insured City, and in their capacity as such, their officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) per aggregate. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by Provider in full force and effect during the entire term of this Agreement. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Provider or for other reasons, except after thirty (30) calendar days advance written notice mailed by the insurer to the City, and that such notice shall be transmitted postage prepaid

8.2 Indemnification. Provider agrees to indemnify, defend and hold City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by City in defense of such claims. City shall promptly give written notice to Provider of any claim, demand, lien, liability, or damage, with respect to which City seeks indemnification and, unless in City's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, City shall permit Provider to assume the defense of such with counsel of Provider's choosing, unless City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, Provider shall not be obligated to indemnify, defend or hold City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of City.

ARTICLE 9. INSTALLATION

9.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within City Rights-of-Way, Provider shall coordinate with City and other Providers or users of City Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within City Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within City Rights-of-Way.

9.2 Underground Installation. Unless otherwise provided, all of Provider's facilities within City shall be constructed underground. Provider expressly agrees to install and maintain all of its facilities in accordance with City Ordinances, regulations, policies, and standards and specifications regarding the undergrounding of utility lines, in effect at the time this Agreement

is entered into and as subsequently amended during the term of this Agreement. Provider agrees to obtain the proper excavation permit from City and pay applicable fee prior to excavating. The scope of this agreement does not allow for Provider to attach to and use City utility or power poles. If Provider should desire to do so, a separate pole attachment agreement must be approved by City.

9.3 Provider Duty to Relocate; Subordination to City Use. Whenever City, for any lawful public purpose, shall require the relocation or reinstallation of any property of Provider or its successors in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Provider, upon notice of such requirement and written demand made of Provider, and within a reasonable time thereof, but not more than sixty (60) calendar days, weather permitting, to remove and relocate or reinstall such facilities as may be reasonably necessary to meet the requirements of City. Such relocation, removal, or reinstallation by Provider shall be at no cost to City.

9.4 Emergency Relocate. Except as otherwise provided herein, City, without prior written approval of Provider, shall not intentionally alter, remove, relocate, or otherwise interfere with Provider's facilities. However, if it become necessary, in the judgment of City personnel, to cut, move, remove, or damage any fiber cables, appliances, fixtures or other property of Provider because of a fire, emergency, disaster, or imminent threat thereof, these acts may be done without prior written approval of Provider, and the repairs rendered necessary shall be made by Provider, without charge to City. Should City take actions pursuant to this section, Provider shall indemnify, defend, and hold City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to Provider's property and/or (b) interruptions of public services provided by the use of or through Provider's property (including internet services provided by the Provider to Provider's customers), whether such claims, demands, liens, or liability arise from or are brought by Provider, its insurers, Provider's customers, or third parties.

9.5 Location to Minimize Interference. All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of Provider shall be located so as to minimize interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of property that abuts any of said streets, alleys, rights-of-way, or public property.

9.6 Repair of Damage. If during the course of work on its facilities, Provider causes damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, Provider (at its own cost and expense and in a manner approved by City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of City. Except in case of emergency, Provider, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by City. Provider shall abide by all reasonable regulations and requirements of the City for such work.

9.7 Guarantee of Work. For work on any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, Provider shall be required, pursuant to City ordinances, policies, and regulations, to obtain an excavation/encroachment permit and post a bond in a form approved by City to guarantee that the such is restored to its condition prior to Provider's work. In addition, Provider may be required to post a bond to guarantee that, for a period of one year following completion of the work performed, that said streets, alleys, rights-of-way, or public property continue to meet City standards.

9.8 Safety Standards. Provider's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

9.9 Supervision by City.

- a. Provider shall construct, operate, and maintain Provider's services within the City in strict compliance with all laws, ordinances, rules, and regulations of City and any other agency having jurisdiction over the operations of Provider.
- b. Provider's services and all parts thereof within the City shall be subject to the right of periodic inspection by City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to Provider.

9.10 Provider's Duty to Remove Its Network.

- a. Provider shall promptly remove, at its own cost and expense, from any public property within City, all or any part of Provider's facilities when one or more of the following conditions occur:
 - (1) Provider ceases to operate Provider's services for a continuous period of twelve (12) months, and does not respond to written notice from City within thirty (30) days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;
 - (2) Provider fails to construct Provider's services as herein provided and does not respond to written notice from City within thirty (30) days after receiving such notice following any such failure.
 - (3) This Agreement is terminated or revoked pursuant to notice as provided herein.
 - (4) This Agreement expires.

- b. The removal of any or all of Provider's facilities that requires trenching or other opening of the City's streets shall be done only after Provider obtains prior written notice and approval from the City.
- c. Provider shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subsection 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received, weather permitting, to remove or abandon such facilities.

9.11 Notice of Closure of Streets. Except in cases of emergency, Provider shall notify City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of facilities which would require any street closure which reduces traffic flow. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

9.12 Agreement to Abide by Construction and Technical Requirements. In addition to the provisions of this Article 9, Provider expressly agrees to comply with all other provisions of City ordinances, regulations, and standards governing the construction of the Provider's facilities in any public street, alley, right-of-way, sidewalk, utility, public improvement, or other public property.

ARTICLE 10. GENERAL PROVISIONS

10.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

10.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

10.3 Time of Essence. Time shall be of the essence of this Agreement.

10.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

10.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this ____ day of _____, 2016

SPRINGVILLE City

By: _____
Wilford W. Clyde, Mayor

ATTEST:

Kim Rayburn, City Recorder

CENTRAL TELECOM SERVICES (DBA
CentraCom Interactive)

By: _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF _____)

On the ____ day of _____, 2016 personally appeared before me Casey Cox, who being by me duly sworn did say that he is the Vice President of Central Telecom Services (DBA CentraCom), and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

Notary Public
Residing at: _____
My Commission Expires: _____

EXHIBIT "A"
Telecommunications Rights-of-Way Ordinance



STAFF REPORT

DATE: July 5, 2016

TO: The Honorable Mayor and City Council

FROM: John Penrod, City Attorney; David Stoddard, Legal Extern

SUBJECT: CONSIDERATION OF APPROVING AN ORDINANCE AMENDING SECTION 2-4-102 OF THE SPRINGVILLE CITY MUNICIPAL CODE ADDING SUBSECTION (4) ALLOWING ELECTRONIC MEETINGS.

RECOMMENDED ACTION

Motion to approve the Ordinance amending Section 2-4-102 of the Springville City Municipal code. The amendment adds Subsection (4) which allows for electronic meetings under certain circumstances so long as appropriate steps are taken to prepare the public and allow for these meetings to run efficiently.

BACKGROUND

In the digital age, electronic meetings have made it increasingly efficient to carry out business. By adopting this ordinance, meetings of the Springville City Council may utilize modern telecommunication technology, and allow for meetings to be conducted by electronic means pursuant to Utah Code Annotated, Section 52-4-207.

The State Code allows for such meetings to exist so long as the City Code has adopted an ordinance allowing the same. The State Code contains certain obligations regarding electronic meetings, however, these obligations are not required to be reflected within the City Ordinance. Still, the proposed Ordinance touches on many of these obligations, including: requirement to give public notice; such notice to explain how members will be connected to the meeting; establishing an anchor location; and allowing for public participation at the anchor location.

In sum, after reviewing the proposed ordinance alongside the state code, it looks like everything is addressed that needs to be. Subsection 2(a) (of UCA 52-4-207) states that electronic meetings

are not permitted unless an ordinance has been adopted allowing such meetings. Sequentially, 2(b) provides a list of discretionary items to be included within such an ordinance, although none are required to be present. Subsection 3 provides all of the items that are required to be present when an electronic meeting is actually held (although these items are not required to be present within the actual ordinance). The proposed ordinance actually touches, in some way, on all of those items within Section 3. This is similar to what is seen in other cities' ordinances.

Attachments: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-4-102 OF THE SPRINGVILLE CITY MUNICIPAL CODE ADDING SUBSECTION (4) ALLOWING ELECTRONIC MEETINGS.

WHEREAS, Utah Code Ann. 52-4-207 allows a public body to convene and conduct an electronic meeting if done in accordance with that section and if the public body has adopted a resolution, rule, or ordinance governing the use of electronic meetings; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SPRINGVILLE, UTAH AS FOLLOWS:

SECTION 1. Amendment. Springville City Municipal Code 2-4-102 is hereby amended by adding Subsection (4) to read:

Section 2-4-102(4) Meetings.

Electronic Meetings

(4) Meetings of the Springville City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such meetings, contact will be established and maintained by electronic means.

(a) Definitions: The following terms are defined as follows for the purpose of this section:

ANCHOR LOCATION: The council chambers located in the Springville City Civic Center, located at 110 South Main Street, Springville, Utah, where interested persons and the public may attend and monitor the open portions of the meeting.

ELECTRONIC MEETING: A public meeting of the City Council convened and conducted by means of a telephonic conference device or other electronic means, allowing each member of the City Council to be in contact with the anchor location and participate concurrently with all other members of the City Council in the conduct of such meeting.

MEETING ADMINISTRATOR: The City Recorder or another employee of the city specifically assigned and designated to operate the electronic meeting equipment at the anchor location to assure that all members of the City Council are continuously able to participate in the electronic meeting and to advise the party conducting the meeting of the initiation, recess, if appropriate, or adjournment of an electronic meeting.

(b) Notice of Electronic Meetings: The City Council may convene electronic meetings when necessary pursuant to specific public notice of an electronic meeting by posting written notice of the electronic meeting at the anchor location and providing notice in accordance with Section 52-4-202 of the Utah State Code. Notice of the electronic

meeting shall also be provided to each member of the City Council at least twenty four (24) hours before the meeting, including a description of how members will be connected to the electronic meeting. The notice to members of the City Council shall indicate the process, including telephone numbers, access codes, internet addresses, etc., in order to connect to the electronic meeting.

- (c) **Quorum Verification:** Before an electronic meeting may be called to order, all members of the City Council shall be given an opportunity to participate in the meeting and no electronic meeting shall be convened unless the quorum of the City Council is able to participate either in person or electronically in the meeting.
- (d) **Public Attendance:** Each electronic meeting shall be convened by the meeting administrator by announcing the parties present at the meeting and by making available to members of the public at the anchor location an amplified speaker enabling members of the public to hear the comments of City Council members and participate, if appropriate.
- (e) **Conduct of Meeting:** Upon determining that a sufficient number of the City Council is present for the electronic meeting to be convened and members of the public can adequately hear the comments of all members of the City Council and participate, if appropriate, the Mayor or Mayor Pro Tem shall formally convene the meeting and take or cause a roll call of those participating. The Mayor or Mayor Pro Tem shall provide opportunity for each matter on the agenda to be presented and discussed in an order set forth in the agenda, as amended.
- (f) **Compliance with Law:** In all other respects, electronic meetings shall be conducted and recorded, and minutes shall be kept, as required by law.

SECTION 2. EFFECTIVE DATE: This ordinance shall become effective immediately upon passage and posting.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Springville City, Utah this __ day of July, 2016.

MAYOR WILFORD W. CLYDE

ATTEST:

Kim Rayburn, CITY RECORDER