

RESOLUTION 03-02-2017 A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE NEBO SCHOOL DISTRICT REGARDING APPLE VALLEY ELEMENTARY

BE IT HEREBY RESOLVED:

SECTION 1: The attached document represents the Interlocal Agreement with the Nebo School District Regarding the Apple Valley Elementary.

SECTION 2: This Resolution shall become effective upon passage.

Approved on this 8th day of March, 2017.

Kirk F. Hunsaker, Mayor

Susan B. Farnsworth, City Recorder

SATE OF WAR

ADDENDUM NO. 1 TO CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS IS AN ADDENDUM dated effective the 14th day of March, 2017, to that Construction Reimbursement Agreement (the "Agreement") dated March 8, 2017, by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT, a body corporate and politic of the State of Utah, of 350 South Main, Spanish Fork, Utah, 84660 ("School District"); and SANTAQUIN CITY, a political subdivision of the State of Utah, of 275 West Main, Santaquin, Utah, 84655 ("City"). The following terms are hereby incorporated as part of the Agreement:

School District and City agree as follows:

- In conjunction with the Gymnasium Upgrades at Apple Valley Elementary School in Santaquin, Utah, the City desires to have a Nevco Basketball Scoreboard, Model 2700, as more specifically described in Exhibit "A" attached hereto ("Scoreboard"), included as an additional item to the Gymnasium Upgrades.
- 2. The School District agrees to purchase and install the Scoreboard as part of the Gymnasium Upgrades.
- 3. In consideration for the Scoreboard and associated electrical wiring and installation costs, the City agrees to reimburse the School District an additional Five Thousand Nine Hundred Seventy-Eight and 00/100 Dollars (\$5,978.00) [\$3,578.00 Scoreboard / \$2,400.00 Scoreboard Installation) (see attached Exhibits "B" and "C").

To the extent the terms of this ADDENDUM NO. 1 modify or conflict with any provisions of the Agreements, these terms shall control. All other terms of the Agreement not modified by this ADDENDUM NO. 1 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their duly authorized agents.

(Signatures and Notaries on Following Page)

"SCHOOL DISTRICT"

BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT A body Corporate and Politic of the State of Utah

RICHARD C. NIÉLSEN, Superintendent

STATE OF UTAH) :ss COUNTY OF UTAH)

On the 14th day of March, 2017, personally appeared before me, a Notary Public in and for the State of Utah, RICHARD C. NIELSEN, who being by me duly sworn did say that he is the Superintendent, of the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT, a body corporate and politic of the State of Utah, and that the within and foregoing instrument was signed in behalf of said School District.

NOTARY PUBLIC

"CITY"

SANTAQUIN CITY

A Political Subdivision of the State of Utah

KIRK HUNSAKER, Mayor

SUSAN FARNSWORTH, City Recorder

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the day of March, 2017, personally appeared before me, a Notary Public in and for the State of Utah, KIRK HUNSAKER and SUSAN FARNSWORTH, who being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of SANTAQUIN CITY, a political subdivision of the State of Utah, and that the within and foregoing instrument was signed in behalf of said City.

NOTARY PUBLIC

OUSAN B. FARNSWORTH
Notary Public, State of Utah
Commission #670660
My Commission Expires
November 29, 2017



Size: $8' \times 3' \times 8''$ (2.44 x .91 x .20 meters)

Approximate hanging weight: 71 lbs. (32 kg)

Digit Size: 13"/9" Digit Color: Super Bright Red & Amber





Advanced timing features ideal for Basketball/ Volleyball/Wrestling Facilities.

- · Energy-efficient LEDs reduce power consumption and operating expense.
- · Ability to retrofit team name caption plates.
- · Bright, long lasting LED lamp banks when ordered with rear-lit team names.
- · Large, 4" Bonus, Double Bonus and Possession Indicator digits included.
- · Durable and lightweight cabinet design.
- · Universal syncs with Nevco accessories.
- · Extended advertising opportunities.
- · Lighted time colon and decimal; automatically adjusts to 1/10th of a second.
- · Built-in Power Factor Correction.



Combine your scoreboard with a Nevco monochrome or full-color message center to create a complete scoring and display system. Team/Sponsor signs also available.



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U.S. & CANADA: 800-851-4040 INTERNATIONAL: 618-664-0360 FAX: 618-664-0398 E-MAIL: INFO@NEVCO.COM

INTEGRATED DISPLAY AND SCORING SOLUTIONS



Model 2700 (Indoor) Basketball/Volleyball/Wrestling Scoreboard

SCOREBOARD/CONTROL OPERATING FEATURES

MODEL 2700	MPC WIRED	MPCW WIRELESS	MPCX ₂ WIRELESS
TIMING 13" Super Bright Red LED Digits	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.
TEAM SCORES 13" Super Bright Amber LED Digits	Displays 0-199	Displays 0-199	Displays 0-199
PERIOD 9" Super Bright Amber LED Digits	Displays 0-9	Displays 0-9	Displays 0-9
NEXT POSSESSION SERVE ADVANTAGE Super Bright Amber LED	Displays arrow for each team.	Displays arrow for each team.	Displays arrow for each team.
BONUS/DOUBLE BONUS Super Bright Red LED	Displays the letter "B" for each team	Displays the letter "B" for each team	Displays the letter "B" for each team
TIME OF DAY	In place of displaying game time on the scoreboard, the "time out" time may be displayed or the "time of day". "Time of day" can still display after control turned off.	In place of displaying game time on the scoreboard, the "time out" time may be displayed or the "time of day". "Time of day" can still display after control turned off.	"Time of day" can display after control turned off.
HORN Two located in scoreboard	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.	Sounds automatically at 0:00 for a mini- mum of two (2) seconds. May omit automatic horn. Can sound manually at any time.	Sounds automatically at 0:00 for a mini- mum of two (2) seconds. May omit automatic horn. Can sound manually at any time.
JUNCTION BOX	Two (2) 4"x2 1/8" with covers, furnished per scoreboard for installation.	N/A	N/A
CONTROL CABLE	One (1) length required of 2-WIRE (coaxial type) ¼" diameter. Order length required.	N/A	N/A
SEGMENT TIMING	Supported.	Supported.	Requires MPCX ₂ segment timer control.

In addition to the standard 15 colors, Nevco can match any PMS color. Please contact your local Display and Scoring Consultant for pricing information.



































AGENCY APPROVAL: UL/CUL listed, FCC, CE, INDUSTRY CANADA. SCOREBOARD: Size 8'L x 3'H x 8"D (2.44 x .91 x .20 meters),

constructed of aluminum. Hanging weight approximately 71 lbs. (32 kg). CAPTIONS: HOME, GUESTS, PERIOD, white 6" high. (HOME and GUESTS are omitted when ordered with ETNs.)

LED UNITS: Seven-bar segmented digits with protective aluminum cover.

POWER WITHOUT ETNS: 120 VAC, .51 Amps, 50/60 Hz. / 240 VAC, .26 Amps, 50/60 Hz. Requires earth ground.

POWER WITH REAR-LIT CAPTIONS: 120 VAC, .57 Amps, 50/60 Hz./ 240 VAC, .29 Amps, 50/60 Hz. Requires earth ground.

POWER WITH ETNS: 120 VAC, .72 Amps, 50/60 Hz / 240 VAC, .36 Amps, 50/60 Hz. Requires earth ground.

BUILT-IN LIGHTNING PROTECTION: All models feature optical isolation circuitry providing additional protection against lightning strikes.

GUARANTEE: TO VIEW OR RECEIVE THE MOST RECENT COPY OF OUR GUARANTEE, PLEASE VISIT: WWW.NEVCO.COM/INFO/GUARANTEE.PHP U.S. SERVICE: 1-800-851-4040. INTERNATIONAL SERVICE: 1-618-664-0360. CANADA SERVICE: 1-800-461-8550.



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Sonntag Recreation

QUOTE # 1789

DATE: MARCH 8, 2017

4245 Panorama Cir, Salt Lake City, UT 84124 Phone 801-278-9797 Fax 801-278-9794

jwebb@sonntagrec.com

EXPIRATION DATE 12/31/17

To Nebo School District Matt Gledhill

Matt.gledhill@nebo.edu

salesperson	job	payment terms	Lead Time
Jeremiah		Net 30	2 to 4 Weeks

qty	description	unit price	line total
1	Nevco Basketball/Volleyball/Wrestling Scoreboard Model #2700-NL		\$2,329.00
1	MPCW-7 Wireless/Wired Control		\$994.00
1	MPCW-7 Wireless Receivers		\$461.00
		Less Discount	-\$380.00
		Subtotal	\$3,404.00
		Freight	\$174.00

uotation prepared by: Jeremiah Webb	_
his is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices an ony additional terms of the agreement. You may want to include contingencies that will affect the quotation.)	nd
o accept this quotation, sign here and return:	





March 9, 2017

Project: Apple Valley Elementary

105 East 770 North Santaquin, UT

RE:

Scoreboard Installation Proposal

Proposal

Tri-Phaze Wiring and Conduit Materials	\$1,080
Tri-Phaze Labor to Run Wiring and Conduit	\$920
Tri-Phaze Scoreboard Mount and Labor	\$400

Total

\$2,400

Exclusions: (Price does not include the supply or shipping of the scoreboard. Scoreboard provided and shipping by others)

CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION REIMBURSEMENT AGREEMENT ("Agreement") dated effective the 8th day of March, 2017, by and between the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT, a body corporate and politic of the State of Utah, of 350 South Main, Spanish Fork, Utah, 84660 (herein the "School District"); and SANTAQUIN CITY, a political subdivision of the State of Utah, of 275 West Main, Santaguin, Utah, 84655 (herein the "City").

RECITALS

- **1.** The School District is beginning the construction of a new elementary school known as Apple Valley Elementary School located at 105 East 770 North, Santaquin, Utah, 84655.
- 2. The City desires that certain gymnasium upgrades be included in the construction of Apple Valley Elementary School, which includes: (a) extending the width of the gymnasium by fourteen feet (14'-0"); (b) installing two (2) folding bleachers; and (c) installing a basketball hardwood floor. Said gymnasium upgrades are referred to herein as the "Gymnasium Upgrade."
- **3.** The School District agrees to construct the Gymnasium Upgrade in accordance with the terms and conditions set forth herein.
- **4.** The City agrees to reimburse the School District the construction costs associated with the Gymnasium Upgrade in accordance with the terms and conditions set forth herein.
- NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

OPERATIVE PROVISIONS

- 1. <u>Construction of the Gymnasium Upgrade</u>. Concurrent with the construction of Apple Valley Elementary School, the School District shall contract for and oversee the construction of the Gymnasium Upgrade in accordance with the plans and specifications for Apple Valley Elementary School.
- **2.** Construction Costs. Subject to reimbursement by the City set forth below, the School District hereby agrees to pay all labor, material, and other costs associated with the construction of the Gymnasium Upgrade.
- 3. Reimbursement of Construction Costs. The City shall pay to the School District the amount of Two Hundred Thirty-Eight Thousand Two Hundred Sixty and 00/100 Dollars (\$238,260.00) for the costs associated with the Gymnasium Upgrade. The construction items and costs associated with the Gymnasium Upgrade are more specifically detailed in Exhibit "A" attached hereto. The above amount shall be paid in full by the City to the School District on or before July 1, 2017.
- **4.** <u>Waiver of Presentment, Demand, and Notice.</u> The City hereby waives presentment for payment, demand, protest, notice of dishonor, and extension of time without notice.

- **5.** Time. Time is of the essence of each term, provision, and covenant of this Agreement.
- **Rights and Remedies.** In the event of a default, the School District and the City may pursue any and all remedies available at law or in equity. The rights and remedies of the parties shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.
- 7. <u>Costs and Expenses of Enforcement.</u> In the event that any party herein fails to perform their obligations hereunder, the party in default shall pay all costs and expenses, including attorneys' fees, incurred by the non-defaulting party in enforcing its rights or in obtaining redress for the breach, whether by filing suit or otherwise.
- **8.** <u>Waiver or Forbearance.</u> Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such covenant, agreement, term, or condition. To be effective, any waiver must be signed by all parties hereto.
- **9.** Governing Law, Jurisdiction, and Venue. This Agreement shall be construed according to the laws of the State of Utah in all respects, and the parties hereto consent to jurisdiction and venue in the courts of Utah County, State of Utah.
- **10.** <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their representatives, successors, and assigns; provided, however, that this provision shall not be construed as permitting assignment, substitution, delegation or other transfer of rights or obligations except upon the prior written consent of all parties hereto.
- 11. <u>Severability</u>. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- **12.** Entire Agreement; Amendments. This instrument constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral. This Agreement may only be modified by a written change order or addendum, signed by all the parties hereto.
- 13. <u>Notices</u>. Any notice required or desired to be given under this Agreement shall be considered given either: (a) when delivered in person to the recipient named below; or (b) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to the City:

Santaquin City 275 West Main

Santaquin, Utah 84655

Attn: Ben Reeves, City Manager

If to the School District:

Nebo School District

350 South Main

Spanish Fork, Utah 84660

Attn: Reed B. Park, Legal Counsel

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

- **14.** <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute only one instrument.
- **15.** No Partnership, Joint Venture, or Third Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

(Signatures and Notaries on Following Page)

"School District" **BOARD OF EDUCATION OF** NEBO SCHOOL DISTRICT A body Corporate and Politic of the State of Utah KRISTÉŇ C. BETTS, Board President TRACY D OLŞEN, Business Administrator STATE OF UTAH) :SS COUNTY OF UTAH) On the 8th day of March, 2017, personally appeared before me, a Notary Public in and for the State of Utah, KRISTEN C. BETTS and TRACY D OLSEN, who being by me duly sworn did say that they are the Board President and Business Administrator, respectively, of the BOARD OF EDUCATION OF NEBO SCHOOL DISTRICT, a body corporate and politic of the State of Utah, and that the within and foregoing instrument was signed in behalf of said School District. NOTARY PUBLIC BASHAWN B. ABBOTT Commission No. 681616 Commission Expires **EBRUARY 20, 2019** STATE OF UTAH "CITY" SANTAQUIN CITY A Political Subdivision of the State of Utah KIRK HUNSAKER, Mayor

STATE OF UTAH) :ss COUNTY OF UTAH)

On the day of March, 2017, personally appeared before me, a Notary Public in and for the State of Utah, KIRK HUNSAKER and SUSAN FARNSWORTH, who being by me duly sworn did say that they are the Mayor and city Recorder, respectively, of SANTAQUIN CITY, a political subdivision of the State of Utah, and that the within and foregoing instrument was signed in behalf of said City.

NOTARY PUBLIC

architects.com

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WWW.KR

KEVIN MADSON AND ASSOCIATES, INC.

-ARCHITECTURE AND PLANNING-

MEMO #4

To:

Westland Construction

1411 West 1250 South

Orem, UT 84058

Date:

March 3, 2017

Project:

Apple Valley Elementary

Location:

Santaguin, Utah

From:

Steven Carter

KMA Architects

Subject: Gym Extension

At the direction of the school district the north wall of the multipurpose room will need to be extended out 14'-0".

Other items included in this change are as follows"

- The in-wall tables will all be located along the south wall of the multi-purpose room
- Two sets of telescoping bleachers will be installed along the north wall of the multipurpose room and cafeteria.
- The basketball hoops on the north side will need to be forward folding instead of wall mounted.
- The VCT flooring will be deleted and a hardwood floor is to be installed. The hardwood will be stained three colors and the school name will be at both court baselines. Design drawing to be forthcoming.
- The operable wall (door 112) will need to be extended to accommodate the additional 14'-0".
- Steel roof joist over the multipurpose room to extend the additional 14'-0" as needed.

See attached drawing for reference and revised dimensions.

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Thanks,

Steven Carter KMA Architects, Inc.

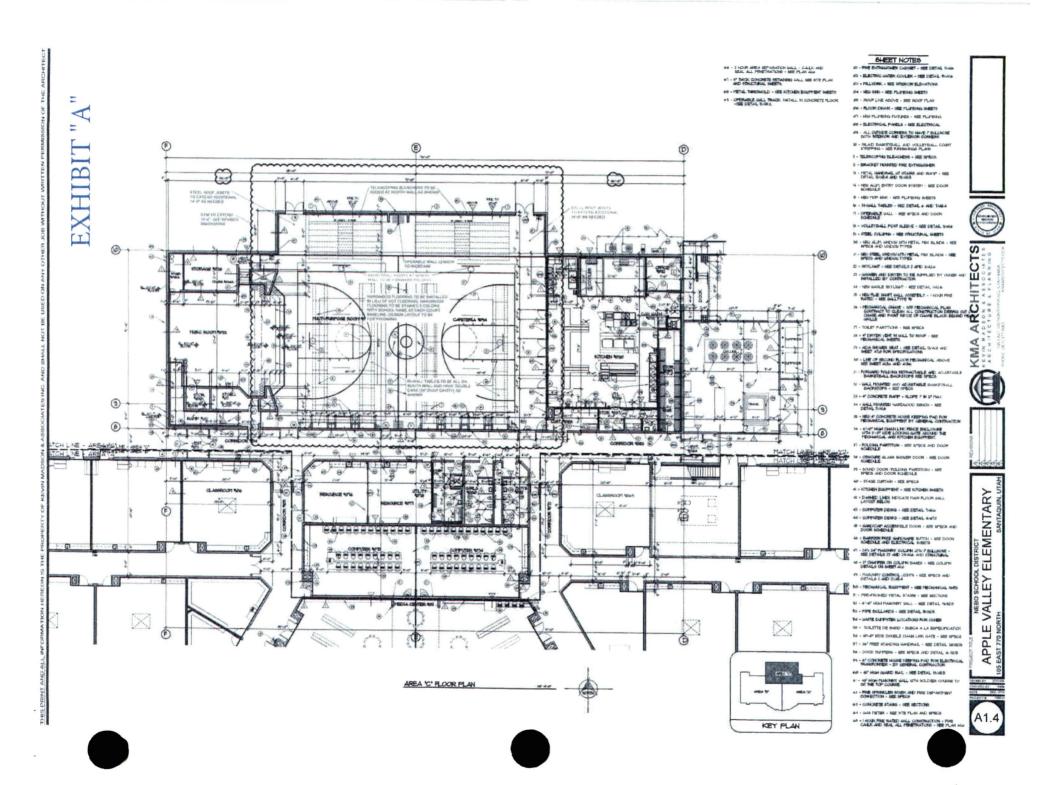
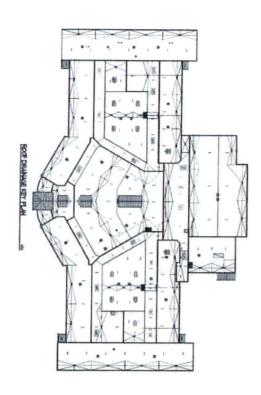
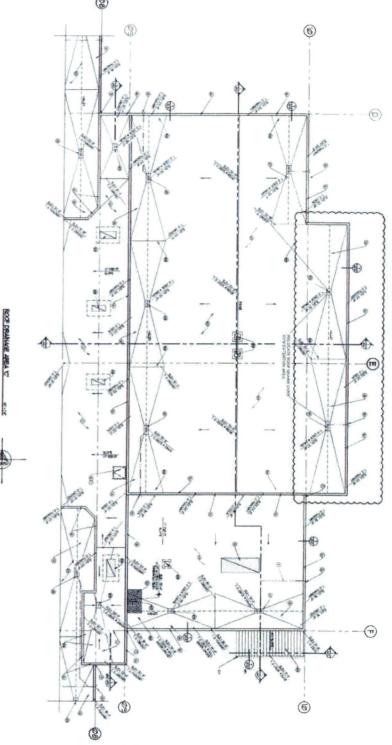
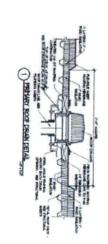
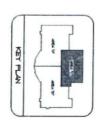


EXHIBIT "A"











PARTY LANG MAR BRETTHE SECTION OF LALL BEET NOTES



NEBO SCHOOL DISTRICT

APPLE VALLEY ELEMENTARY

105 EAST 770 NORTH

SANTAQUIN, UTAH



KMA ARCHITECTS



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EXHBIIT "A"

March 6, 2017

Project: Apple Valley Elementary

105 East 770 North Santaquin, UT

RE: Gymnasium Extension Addition

Proposal

Kenny Seng (8' Overexcavation, Footings, Foundation, Slab)	\$17,485
Clydeco (Rebar Supply)	\$6,466
JT Steel (Structural Steel Supply)	\$4,200
Steel Encounters (Structural Steel Joist and Deck)	\$14,650
Tushar Iron (Steel Erection and Crane)	\$1,991
Hales Masonry (Masonry Supply and Install)	\$27,800
Alders (Sliding Partition Upsize)	\$13,222
ADP Lemco (Forward folding BackBoards, Table Holders)	\$12,500
Comfloor (Wood Basketball Floor)	\$58,000
Norcon, Ind (Bleachers)	\$28,632
Utah Tile and Roof (Roofing)	\$9,348
J&L Contracting (Credit for VCT Flooring)	(\$10,359)
Pulham Painting (Additional Painting, Masonry Sealer)	\$2,800
Tri-Phaze Electric (Additional Lighting/Power for Bleachers)	\$12,340
STS Acoustics (Additional Tectum Panels)	\$16,110
Johnson Brothers (Additional Trim)	\$2,930
2" Ridgid behind Tectum (Labor and Material)	\$6,870
PHE Mechanical (Additional roof Drain Plumbing)	\$1,930
Westland Construction P&O	\$11,345

Total \$238,260