



**EPHRAIM CITY COUNCIL  
WORK MEETING AGENDA  
Council Chambers – Ephraim City Hall  
5 South Main, Ephraim, Utah  
Wednesday, January 7, 2015  
5:30 PM**

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## **CALL TO ORDER**

## **ROLL CALL**

### **I. DISCUSSION AGENDA**

#### **A. Agenda Review**

## **ADJOURNMENT**

In Accordance with the Americans with Disabilities Act (ADA) this facility is wheelchair accessible and handicap parking is available. Request for accommodations and interpretive services must be made three (3) working days prior to the meeting. Please contact the city office at 283-4631 for information or assistance.

## **CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted this 16<sup>th</sup> day of January, 2015. A copy was also provided to the local media and posted on the Utah State website.

LEIGH ANN WARNOCK  
EPHRAIM CITY RECORDER



**EPHRAIM CITY COUNCIL  
REGULAR MEETING AGENDA  
Council Chambers – Ephraim City Hall  
5 South Main, Ephraim, Utah  
Wednesday, January 7, 2015  
6:00 PM**

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**CALL TO ORDER**

**OPENING CEREMONY**

The Ephraim City Council invites any community organization, church, or individual resident to present a thought, reading, or invocation in the opening ceremony portion of the public meeting. Those wishing to participate in an Opening Ceremony should contact the City Recorder by the Friday morning preceding the meeting. City Council meetings are held the first and third Wednesdays of each month.

**ROLL CALL**

**PUBLIC COMMENT**

Members of the public may address the City Council on matters not listed on the agenda. Those interested should fill out a public comments form to be given to the Mayor prior to the meeting. Each individual will have five minutes to address the Council and may submit documents outlining their issue. The Council cannot take legal action on public comment at this time. At the conclusion of each Public Comment, the Council may respond to criticism made by those who have addressed them, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded.

## **I. PRESENTATIONS**

### **A. UAMPS Report (Ted Olson)**

## **II. MOTION AGENDA**

Page

### **A. Approval of the January 20, 2015 Warrant Register**

5

### **B. Approval of the Minutes of the following City Council Meetings:**

1. January 7, 2015 Work Meeting

15

2. January 7, 2015 Regular City Council Meeting

18

### **C. Approval of Staff Recommendations:**

Updated

1. **Award bid for the pivot line for the sewer expansion project**  
(Bryan Kimball)

24

2. **Award bid for asphalt for the parking lot at Canyon View Park**  
(Bryan Kimball)

33

3. **Award bid for installation of the amphitheater stage cover**  
(Bryan Kimball)

36

4. **Purchase of backhoe for the Public Works Department**  
(Chad Parry)

37

## **III. ORDINANCE AGENDA**

### **A. ECO 15-01: Zoning Ordinance amendment**

38

Adopt zoning ordinance amendment establishing requirement of an escrow account before building permits will be granted for any zone.

## **IV. APPOINTMENTS AND COUNCIL REPORTS**

Discussion and possible action on the following items:

### **A. Appointments**

1. **Appointment of Fire Chief, Kerry Steck**

## **B. Council Reports**

1. City Council may report on meetings/events attended and issues discussed in meetings/events attended by a Councilmember in their official capacity as the City's representative.
2. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.
3. City Council report of upcoming meetings.
4. City Council request for agenda items to be placed on future Council Meeting agendas.

## **V. DEPARTMENT REPORTS**

Department Heads and Administration have an opportunity to report.

### **A. Fire Department Report (Kerry Steck)**

## **VI. SUMMARY OF CURRENT EVENTS**

This is the City Manager's opportunity to give notice to the City Council of current events impacting the City. Comments are intended to be informational only and no discussion, deliberation or decision will occur on this item.

## **VII. CLOSED SESSION – DISCUSSION APPOINTMENTS TO PARKS AND REC**

The Council may vote to discuss certain matters in Closed Session pursuant to Utah Code annotated 52-4-5 and will determine if any action should be taken from items discussed during the Closed Session at that time.

## **ADJOURNMENT**

From time to time, matters are discussed by the City Council that do not appear on the posted agenda. Items that require/request action taken by the City Council will appear in the posted agenda. Submitted Action Items for the Council agenda must be received by the City Recorder's office by the Friday prior to the Council meeting and should be accompanied by any and all supporting written documentation. Without such documentation, the recorder reserves the right to postpone the hearing of any item until such documentation has been submitted.

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LEIGH ANN WARNOCK, EPHRAIM CITY RECORDER

## Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ALBISTON, KATELYN</b>							
14251	ALBISTON, KATELYN	1501	ELECTRIC-UTILITY DEPOSIT-R	01/20/2015	67.60	.00	
Total ALBISTON, KATELYN:					67.60	.00	
<b>ALDER, JUSTIN</b>							
14227	ALDER, JUSTIN	141500133	JUSTICE-INTERPRETER FEE	01/13/2015	25.00	.00	
Total ALDER, JUSTIN:					25.00	.00	
<b>ALLAN, DAVID</b>							
14229	ALLAN, DAVID	1501	JUSTICE COURT-WITNESS FEE	01/16/2015	18.50	.00	
Total ALLAN, DAVID:					18.50	.00	
<b>ALSCO</b>							
325	ALSCO	LSAL1556608	LIBRARY-MATS-DEC	12/22/2014	40.00	.00	
325	ALSCO	LSAL1568325	LIBRARY-MATS	01/12/2015	40.00	.00	
Total ALSCO:					80.00	.00	
<b>ANYWHERE COMMUNICATIONS LLC</b>							
12974	ANYWHERE COMMUNICATION	EPH48	GEN GOVT-BACK UP SYSTEM-	01/17/2015	217.60	.00	
Total ANYWHERE COMMUNICATIONS LLC:					217.60	.00	
<b>ARNOLDSSEN, JULI</b>							
12249	ARNOLDSSEN, JULI	1501	NON-DEPARTMENTAL-YOUTH	01/16/2015	77.77	.00	
Total ARNOLDSSEN, JULI:					77.77	.00	
<b>AUTO ZONE</b>							
13207	AUTO ZONE	0876248197	STREETS- EQUIP & SUPPLIES	11/17/2014	2.13	.00	
13207	AUTO ZONE	0876248198	STREETS- EQUIP & SUPPLIES	11/17/2014	14.54	.00	
13207	AUTO ZONE	0876261529	STREETS- EQUIP & SUPPLIES	12/19/2014	15.64	.00	
Total AUTO ZONE:					32.31	.00	
<b>BARTON ROCK</b>							
722	BARTON ROCK	6835	POWER- DEPT SUPPLIES	12/15/2014	60.00	.00	
722	BARTON ROCK	6836	STREETS- DEPT SUPPLIES	12/16/2014	360.00	.00	
Total BARTON ROCK:					420.00	.00	
<b>BLACK, DUSTIN</b>							
14239	BLACK, DUSTIN	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total BLACK, DUSTIN:					18.50	.00	
<b>BLACK, WILLIAM</b>							
14228	BLACK, WILLIAM	1501	ELECTRIC-UTILITY OVERPAYM	01/16/2015	5.50	.00	
14228	BLACK, WILLIAM	1501	WATER-UTILITY OVERPAYMEN	01/16/2015	16.85	.00	
14228	BLACK, WILLIAM	1501	SEWER-UTILITY OVERPAYMEN	01/16/2015	27.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
14228	BLACK, WILLIAM	1501	FIRE-UTILITY OVERPAYMENT	01/16/2015	3.00	.00	
14228	BLACK, WILLIAM	1501	TAX-UTILITY OVERPAYMENT	01/16/2015	.20	.00	
Total BLACK, WILLIAM:					52.55	.00	
<b>BLUE STAKES OF UTAH</b>							
950	BLUE STAKES OF UTAH	UT201403189	POWER - BLUE STAKES FAX	12/31/2014	151.08	.00	
Total BLUE STAKES OF UTAH:					151.08	.00	
<b>BURNS, CRAIG</b>							
14236	BURNS, CRAIG	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total BURNS, CRAIG:					18.50	.00	
<b>CENTRAL ELECTRIC SUPPLY CO.</b>							
1415	CENTRAL ELECTRIC SUPPLY C	114946	GEN GOV- BUILDING SUPPLIES	01/06/2015	92.15	.00	
1415	CENTRAL ELECTRIC SUPPLY C	115085	GEN GOV- BUILDING SUPPLIES	01/07/2015	583.54	.00	
1415	CENTRAL ELECTRIC SUPPLY C	115086	GEN GOV- BUILDING SUPPLIES	01/07/2015	61.24	.00	
Total CENTRAL ELECTRIC SUPPLY CO.:					736.93	.00	
<b>CENTRAL UTAH PUBLIC HEALTH DEPT</b>							
13509	CENTRAL UTAH PUBLIC HEALT	1501	WATER-WATER QUALITY TEST	12/31/2014	320.00	.00	
Total CENTRAL UTAH PUBLIC HEALTH DEPT:					320.00	.00	
<b>CHRISTENSEN BROS.</b>							
1580	CHRISTENSEN BROS.	94306	STREETS-DEPT SUPPLIES	01/06/2015	110.25	.00	
1580	CHRISTENSEN BROS.	94307	STREETS-DEPT SUPPLIES	01/06/2015	126.09	.00	
1580	CHRISTENSEN BROS.	94360	STREETS-DEPT SUPPLIES	01/06/2015	121.86	.00	
1580	CHRISTENSEN BROS.	94369	STREETS-DEPT SUPPLIES	12/03/2014	118.17	.00	
Total CHRISTENSEN BROS.:					476.37	.00	
<b>CHRISTENSEN MEAT</b>							
1588	CHRISTENSEN MEAT	7705-38	FIRE-ANNUAL MEETING	01/05/2015	50.71	.00	
Total CHRISTENSEN MEAT:					50.71	.00	
<b>CHRISTENSEN READY MIX, INC.</b>							
1590	CHRISTENSEN READY MIX, INC	15-6499	AMPITHEATER-STAGE CONCR	01/06/2015	2,808.00	2,808.00	01/12/2015
Total CHRISTENSEN READY MIX, INC.:					2,808.00	2,808.00	
<b>CHRISTENSEN, ELOISE</b>							
14231	CHRISTENSEN, ELOISE	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total CHRISTENSEN, ELOISE:					18.50	.00	
<b>CHRISTENSEN, LAUREL</b>							
14234	CHRISTENSEN, LAUREL	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total CHRISTENSEN, LAUREL:					18.50	.00	
<b>CLEMENTS, PAMELA</b>							
14235	CLEMENTS, PAMELA	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CLEMENTS, PAMELA:					18.50	.00	
<b>CODALE ELECTRIC SUPPLY, INC</b>							
1715	CODALE ELECTRIC SUPPLY, IN	S5286642.001	POWER DEPT-SUPPLIES	01/07/2015	238.26	.00	
1715	CODALE ELECTRIC SUPPLY, IN	S5290219.001	POWER DEPT-SUPPLIES	01/14/2015	12,510.00	.00	
Total CODALE ELECTRIC SUPPLY, INC:					12,748.26	.00	
<b>COLSON, RONALD</b>							
14246	COLSON, RONALD	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total COLSON, RONALD:					18.50	.00	
<b>DATA CENTER LLC, THE</b>							
12498	DATA CENTER LLC, THE	1501	ADMIN-POSTAGE	01/09/2015	700.00	.00	
Total DATA CENTER LLC, THE:					700.00	.00	
<b>EMERICK, KATIE</b>							
14248	EMERICK, KATIE	1501	WATER-UTILITY DEPOSIT-REF	01/20/2015	28.11	.00	
Total EMERICK, KATIE:					28.11	.00	
<b>EPHRAIM TIRE PROS &amp; SERVICE</b>							
14029	EPHRAIM TIRE PROS & SERVI	0059194	CEMETARY-EQUIP SUPPLIES	12/15/2014	29.93	.00	
14029	EPHRAIM TIRE PROS & SERVI	0059207	CEMETARY-EQUIP SUPPLIES	12/16/2014	25.74	.00	
Total EPHRAIM TIRE PROS & SERVICE:					55.67	.00	
<b>FOWLES, CLELL</b>							
14240	FOWLES, CLELL	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total FOWLES, CLELL:					18.50	.00	
<b>GALE/CENGAGE LEARNING</b>							
3035	GALE/CENGAGE LEARNING	54028320	LIBRARY-BOOKS, ETC	01/07/2015	46.18	.00	
Total GALE/CENGAGE LEARNING:					46.18	.00	
<b>GARBE, BRYANT</b>							
14233	GARBE, BRYANT	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total GARBE, BRYANT:					18.50	.00	
<b>GILLINS, ELISE</b>							
14243	GILLINS, ELISE	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total GILLINS, ELISE:					18.50	.00	
<b>HAMILTON ASSOCIATES</b>							
12655	HAMILTON ASSOCIATES	141172-01	POWER-METERING	01/12/2014	11,417.28	.00	
Total HAMILTON ASSOCIATES:					11,417.28	.00	
<b>HANSEN, MARTY</b>							
14230	HANSEN, MARTY	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HANSEN, MARTY:					18.50	.00	
<b>HANSON, BRANT</b>							
14141	HANSON, BRANT	1501	WATER-MEALS	01/08/2015	150.00	.00	
14141	HANSON, BRANT	1501	WATER-LODGING	01/08/2015	100.00	.00	
Total HANSON, BRANT:					250.00	.00	
<b>HD SUPPLY POWER SOLUTIONS</b>							
13675	HD SUPPLY POWER SOLUTION	2758153-00	POWER-DEPT SUPPLIES	01/12/2015	1,107.65	.00	
Total HD SUPPLY POWER SOLUTIONS:					1,107.65	.00	
<b>HERMANSEN'S EQUIPMENT, INC.</b>							
3545	HERMANSEN'S EQUIPMENT, IN	60373	STREETS-EQUIP SUPPLIES &	11/05/2014	141.10	.00	
Total HERMANSEN'S EQUIPMENT, INC.:					141.10	.00	
<b>HOOD, STEVEN</b>							
14237	HOOD, STEVEN	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total HOOD, STEVEN:					18.50	.00	
<b>INGRAM LIBRARY SERVICES</b>							
3875	INGRAM LIBRARY SERVICES	82835755	LIBRARY-BOOKS	01/08/2015	15.19	.00	
Total INGRAM LIBRARY SERVICES:					15.19	.00	
<b>IPSA</b>							
3975	IPSA	1287	POWER-APPRENTICE TEST- W.	12/11/2014	150.00	150.00	01/08/2015
Total IPSA:					150.00	150.00	
<b>JAMES, DANIEL</b>							
14238	JAMES, DANIEL	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total JAMES, DANIEL:					18.50	.00	
<b>JENSEN, JEFF</b>							
4135	JENSEN, JEFF	1501	WATER- MEALS	01/09/2015	110.00	.00	
Total JENSEN, JEFF:					110.00	.00	
<b>JOHANSEN, EVAN</b>							
14232	JOHANSEN, EVAN	1510	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total JOHANSEN, EVAN:					18.50	.00	
<b>JOHNSON, MEGAN</b>							
14222	JOHNSON, MEGAN	1501	ELECTRIC-UTILITY REFUND	01/12/2015	51.80	.00	
Total JOHNSON, MEGAN:					51.80	.00	
<b>JONES &amp; DEMILLE ENGINEERING</b>							
4275	JONES & DEMILLE ENGINEERI	1501	STREETS-800 N PLANNING	08/21/2014	4,913.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total JONES & DEMILLE ENGINEERING:					4,913.75	.00	
<b>JONES, BRYAN</b>							
14244	JONES, BRYAN	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total JONES, BRYAN:					18.50	.00	
<b>JORGENSEN, TODD</b>							
14245	JORGENSEN, TODD	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total JORGENSEN, TODD:					18.50	.00	
<b>KIMBALL, BRYAN</b>							
4475	KIMBALL, BRYAN	1501	P&Z-MEALS	01/09/2015	90.00	.00	
4475	KIMBALL, BRYAN	1501	P&Z-MILEAGE	01/09/2015	165.68	.00	
4475	KIMBALL, BRYAN	1501	P&Z-FAMILY LODGING	01/09/2015	25.00	.00	
Total KIMBALL, BRYAN:					280.68	.00	
<b>KMTI 650 AM</b>							
12138	KMTI 650 AM	4081-2	ADMIN- HOLIDAY GREETINGS	12/31/2014	150.00	.00	
12138	KMTI 650 AM	5197-2	NON DEPT- LIGHT PARADE	12/31/2014	200.00	.00	
Total KMTI 650 AM:					350.00	.00	
<b>KOPY KATZ</b>							
11800	KOPY KATZ	4378	LIBRARY-SUPPLIES	01/14/2015	44.63	.00	
Total KOPY KATZ:					44.63	.00	
<b>L N CURTIS &amp; SONS</b>							
4560	L N CURTIS & SONS	3154756-00	WATER-CAPITAL OUTLAY	12/29/2014	1,660.36	.00	
Total L N CURTIS & SONS:					1,660.36	.00	
<b>LAYTON HOMES, INC.</b>							
12918	LAYTON HOMES, INC.	1501	ECHA-LOT#22-DRAW	01/20/2015	32,430.35	.00	
12918	LAYTON HOMES, INC.	1501	ECHA-LOT#4-DRAW	01/20/2015	32,430.35	.00	
Total LAYTON HOMES, INC.:					64,860.70	.00	
<b>LEAVITT INSURANCE AGENCY OF CENTRAL UTAH</b>							
9880	LEAVITT INSURANCE AGENCY	186609	LEG-INSURANCE- M.ANDERSO	01/08/2015	75.00	.00	
Total LEAVITT INSURANCE AGENCY OF CENTRAL UTAH:					75.00	.00	
<b>LONG, JUSTIN</b>							
14219	LONG, JUSTIN	1501	ELECTRIC-UTILITY DEPOSIT R	01/09/2015	47.40	.00	
Total LONG, JUSTIN:					47.40	.00	
<b>LYNN, INC.</b>							
14220	LYNN, INC.	869	FIRE-SUPPLIES	01/09/2015	80.00	.00	
Total LYNN, INC.:					80.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MARK A. O'NEAL &amp; ASSOCIATES</b>							
14250	MARK A. O'NEAL & ASSOCIATE	1501	ELECTRIC-UTILITY DEPOSIT-R	01/20/2015	120.00	.00	
14250	MARK A. O'NEAL & ASSOCIATE	1501	WATER-UTILITY DEPOSIT-REF	01/20/2015	30.00	.00	
Total MARK A. O'NEAL & ASSOCIATES:					150.00	.00	
<b>MARROQUIN, DAVID</b>							
14218	MARROQUIN, DAVID	1501	WATER-UTILITY REFUND	01/09/2015	9.70	.00	
Total MARROQUIN, DAVID:					9.70	.00	
<b>MARTINEAU, STEVEN</b>							
14223	MARTINEAU, STEVEN	1501	ELECTRIC-UTILITY REFUND	01/12/2015	73.84	.00	
Total MARTINEAU, STEVEN:					73.84	.00	
<b>MAYORS &amp; COMMISSIONERS ASSOC</b>							
5300	MAYORS & COMMISSIONERS A	1501	LEGISLATIVE-MEMBERSHIP DU	12/23/2014	475.00	.00	
Total MAYORS & COMMISSIONERS ASSOC:					475.00	.00	
<b>MICROMARKETING LLC</b>							
5450	MICROMARKETING LLC	555900	LIBRARY-BOOKS	12/24/2014	25.99	.00	
5450	MICROMARKETING LLC	556709	LIBRARY-BOOKS	12/31/2014	39.98	.00	
Total MICROMARKETING LLC:					65.97	.00	
<b>MVP SPORTS</b>							
5700	MVP SPORTS	41654	REC-REF SHIRTS	01/02/2015	39.98	.00	
Total MVP SPORTS:					39.98	.00	
<b>NEW PIG</b>							
13735	NEW PIG	4658723-00	POWER-HYDRO MAINT	01/02/2015	665.13	.00	
Total NEW PIG:					665.13	.00	
<b>NORTH SANPETE DISPOSAL</b>							
5945	NORTH SANPETE DISPOSAL	1412	GARBAGE COLLECTION-1ST C	01/09/2015	6,305.00	.00	
5945	NORTH SANPETE DISPOSAL	1412	GARBAGE COLLECTION-2ND C	01/09/2015	711.35	.00	
5945	NORTH SANPETE DISPOSAL	51189	CITY HALL DUMPSTER SERVIC	12/04/2014	87.63	.00	
5945	NORTH SANPETE DISPOSAL	51488	CITY HALL DUMPSTER SERVIC	01/02/2015	116.84	.00	
Total NORTH SANPETE DISPOSAL:					7,220.82	.00	
<b>OLSON, TED L.</b>							
6065	OLSON, TED L.	1501	UAMPS MEETINGS & IPA MEETI	01/13/2015	100.00	.00	
Total OLSON, TED L.:					100.00	.00	
<b>PARRY, CHAD</b>							
6260	PARRY, CHAD	1501	WATER-MEALS	01/09/2015	110.00	.00	
Total PARRY, CHAD:					110.00	.00	
<b>PITNEY BOWES</b>							
6495	PITNEY BOWES	6982540-JA15	ADMIN-EQUIP SUPPLIES AND	01/13/2015	361.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PITNEY BOWES:					361.05	.00	
<b>PREMIER VEHICLE INSTALLATION</b>							
6610	PREMIER VEHICLE INSTALLATI	16706	POLICE-EQUIP SUPPLIES & MA	10/10/2014	300.00	.00	
6610	PREMIER VEHICLE INSTALLATI	16810	POLICE-EQUIP SUPPLIES & MA	10/24/2014	300.00	.00	
6610	PREMIER VEHICLE INSTALLATI	16902	POLICE-EQUIP SUPPLIES & MA	11/08/2014	4,434.43	.00	
6610	PREMIER VEHICLE INSTALLATI	16927	POLICE-EQUIP SUPPLIES & MA	11/11/2014	2,034.34	.00	
Total PREMIER VEHICLE INSTALLATION:					7,068.77	.00	
<b>RASMUSSEN, BRENNON</b>							
14221	RASMUSSEN, BRENNON	1501	ELECTRIC-UTILITY REFUND	01/12/2015	120.00	.00	
14221	RASMUSSEN, BRENNON	1501	WATER-UTILITY REFUND	01/12/2015	28.93	.00	
Total RASMUSSEN, BRENNON:					148.93	.00	
<b>SAFETY SUPPLY AND SIGN CO INC</b>							
7280	SAFETY SUPPLY AND SIGN CO	146908	STREET-DEPT SUPPLIES	12/10/2014	30.95	.00	
Total SAFETY SUPPLY AND SIGN CO INC:					30.95	.00	
<b>SANPETE COUNTY FIRE DISTRICT #2</b>							
7370	SANPETE COUNTY FIRE DISTR	1412	FIRE DIST-DEC	01/09/2015	5,093.00	.00	
Total SANPETE COUNTY FIRE DISTRICT #2:					5,093.00	.00	
<b>SANPETE SANITARY LANDFILL</b>							
7440	SANPETE SANITARY LANDFILL	1412	LANDFILL FEES-DEC	01/09/2015	4,054.40	.00	
Total SANPETE SANITARY LANDFILL:					4,054.40	.00	
<b>SEVIER OFFICE SUPPLY</b>							
7575	SEVIER OFFICE SUPPLY	830648-0	LIBRARY-OFFICE SUPPLIES	01/13/2015	38.50	.00	
7575	SEVIER OFFICE SUPPLY	831245-0	ADMIN-OFFICE SUPPLIES	01/20/2015	13.88	.00	
7575	SEVIER OFFICE SUPPLY	831246-0	P&Z-OFFICE SUPPLIES	01/20/2015	32.16	.00	
Total SEVIER OFFICE SUPPLY:					84.54	.00	
<b>SEVY, ROBERT</b>							
14241	SEVY, ROBERT	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total SEVY, ROBERT:					18.50	.00	
<b>SKAGGS COMPANIES, INC</b>							
7730	SKAGGS COMPANIES, INC	2418619	POLICE DEPT-SUPPLIES	01/13/2015	323.50	.00	
Total SKAGGS COMPANIES, INC:					323.50	.00	
<b>SMASH ATHLETICS</b>							
7788	SMASH ATHLETICS	8417	REC-UNIFORMS	12/29/2014	142.70	.00	
Total SMASH ATHLETICS:					142.70	.00	
<b>SMITH, HUGH AND SHELBY</b>							
14247	SMITH, HUGH AND SHELBY	1501	ELECTRIC-UTILITY DEPOSIT-R	01/20/2015	75.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SMITH, HUGH AND SHELBY:					75.56	.00	
<b>SOLOMON CORPORATION</b>							
7197	SOLOMON CORPORATION	260556	POWER-HYDRO MAINT	01/02/2015	8,890.00	.00	
Total SOLOMON CORPORATION:					8,890.00	.00	
<b>SOUTHWEST PLUMBING SUPPLY</b>							
7990	SOUTHWEST PLUMBING SUPP	S2338923.001	FIRE-EQUIP SUPPLIES & MAINT	12/16/2014	595.47	.00	
7990	SOUTHWEST PLUMBING SUPP	S2361627.001	WATER - DEPT SUPPLIES	12/03/2014	57.64	.00	
7990	SOUTHWEST PLUMBING SUPP	S2362589.001	WATER-CAPITAL OUTLAY-EQUI	12/02/2014	7.83	.00	
7990	SOUTHWEST PLUMBING SUPP	S2367651.001	WATER-CAPITAL OUTLAY-EQUI	12/10/2014	7.77	.00	
7990	SOUTHWEST PLUMBING SUPP	S2368651.001	WATER-CAPITAL OUTLAY-EQUI	12/12/2014	7.38	.00	
7990	SOUTHWEST PLUMBING SUPP	S2368837.001	WATER-CAPITAL OUTLAY-EQUI	12/12/2014	.12	.00	
Total SOUTHWEST PLUMBING SUPPLY:					676.21	.00	
<b>STATE OF UT - DIV. OF PURCHASE &amp; G.S.</b>							
12255	STATE OF UT - DIV. OF PURCH	W6358546	ADMIN-COPIER LEASE	12/31/2014	172.59	.00	
Total STATE OF UT - DIV. OF PURCHASE & G.S.:					172.59	.00	
<b>STATE OF UTAH GASCARD</b>							
3080	STATE OF UTAH GASCARD	NP43214926	POL-FUEL	01/02/2015	1,171.32	.00	
3080	STATE OF UTAH GASCARD	NP43214926	FIRE-FUEL	01/02/2015	121.02	.00	
3080	STATE OF UTAH GASCARD	NP43214926	POWER-FUEL	01/02/2015	823.05	.00	
3080	STATE OF UTAH GASCARD	NP43214926	ADMIN-FUEL	01/02/2015	309.07	.00	
3080	STATE OF UTAH GASCARD	NP43214926	STREETS-FUEL	01/02/2015	279.26	.00	
3080	STATE OF UTAH GASCARD	NP43214926	WATER-FUEL	01/02/2015	279.26	.00	
3080	STATE OF UTAH GASCARD	NP43214926	SEWER-FUEL	01/02/2015	279.27	.00	
Total STATE OF UTAH GASCARD:					3,262.25	.00	
<b>STEVENS, CLINT</b>							
14226	STEVENS, CLINT	1501	ELECTRIC- UTILITY OVERPAYM	01/13/2015	133.58	133.58	01/13/2015
Total STEVENS, CLINT:					133.58	133.58	
<b>TASTE OF HOME</b>							
8470	TASTE OF HOME	01043	LIBRARY-BOOKS	12/21/2014	10.00	.00	
Total TASTE OF HOME:					10.00	.00	
<b>TAYLOR, ZACHARY</b>							
14242	TAYLOR, ZACHARY	1501	JUSTICE COURT-JUROR FEE-1	01/16/2015	18.50	.00	
Total TAYLOR, ZACHARY:					18.50	.00	
<b>TERRY R. BROTHERRSON</b>							
8515	TERRY R. BROTHERRSON	1501	SEWER-EXPANSION	01/20/2015	533,424.22	.00	
8515	TERRY R. BROTHERRSON	1501A	SEWER-EXPANSION-RETAINA	01/20/2015	24,432.13-	.00	
Total TERRY R. BROTHERRSON:					508,992.09	.00	
<b>THOMPSON SINCLAIR</b>							
8695	THOMPSON SINCLAIR	1501	STREETS-FUEL	12/31/2014	25.85	.00	
8695	THOMPSON SINCLAIR	1501	WATER-FUEL	12/31/2014	25.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
8695	THOMPSON SINCLAIR	1501	SEWER-FUEL	12/31/2014	25.86	.00	
Total THOMPSON SINCLAIR:					77.56	.00	
<b>TODD ALDER CONSTRUCTION L.L.C.</b>							
8760	TODD ALDER CONSTRUCTION	214809	AMPITHEATER	12/30/2014	14,505.81	14,505.81	01/12/2015
Total TODD ALDER CONSTRUCTION L.L.C.:					14,505.81	14,505.81	
<b>TRADE WINDS</b>							
12533	TRADE WINDS	6799	GEN GOVT-ART CENTER-HEAT	11/21/2014	145.43	.00	
Total TRADE WINDS:					145.43	.00	
<b>UTAH AIRPORT OPERATORS ASSN</b>							
9070	UTAH AIRPORT OPERATORS A	1501	AIRPORT-CONFERENCE-ANNU	01/20/2015	25.00	.00	
Total UTAH AIRPORT OPERATORS ASSN:					25.00	.00	
<b>UTAH STATE DIVISION OF FINANCE</b>							
8175	UTAH STATE DIVISION OF FINA	1501	LOAN #: 131000212-WASTEWAT	01/04/2015	122,000.00	.00	
8175	UTAH STATE DIVISION OF FINA	1501	LOAN #: 131000212-WASTEWAT	01/04/2015	26,989.02	.00	
Total UTAH STATE DIVISION OF FINANCE:					148,989.02	.00	
<b>UTAH STATE TAX COMMISSION</b>							
9320	UTAH STATE TAX COMMISSIO	1510	UTILITY SALES TAX	01/09/2015	5,781.37	.00	
Total UTAH STATE TAX COMMISSION:					5,781.37	.00	
<b>VERIS INDUSTRIES</b>							
14225	VERIS INDUSTRIES	IV992911	POWER-HYDRO MAINT	01/06/2015	986.25	.00	
Total VERIS INDUSTRIES:					986.25	.00	
<b>VERIZON WIRELESS</b>							
9480	VERIZON WIRELESS	9738477011	STREETS-PHONES	01/07/2015	86.25	.00	
9480	VERIZON WIRELESS	9738477011	WATER-PHONES	01/07/2015	86.25	.00	
9480	VERIZON WIRELESS	9738477011	SEWER-PHONES	01/07/2015	86.24	.00	
9480	VERIZON WIRELESS	9738477011	ADMIN-PHONE	01/07/2015	117.34	.00	
9480	VERIZON WIRELESS	9738477011	P&Z-KPHONE-JET PACK	01/07/2015	40.01	.00	
9480	VERIZON WIRELESS	9738477011	POLICE PHONES	01/07/2015	367.24	.00	
9480	VERIZON WIRELESS	9738477011	FIRE-PHONE	01/07/2015	40.01	.00	
9480	VERIZON WIRELESS	9738477011	REC- PHONES	01/07/2015	105.87	.00	
9480	VERIZON WIRELESS	9738477011	POWER- PHONE	01/07/2015	53.67	.00	
Total VERIZON WIRELESS:					982.88	.00	
<b>VOX</b>							
13913	VOX	105944	NON-DEPT-ECYC-SHIRTS	11/20/2014	678.91	.00	
Total VOX:					678.91	.00	
<b>WAYMAN, STEVEN OR MEGANN</b>							
14224	WAYMAN, STEVEN OR MEGAN	1501	ELECTRIC-UTILITY REFUND	01/12/2015	129.26	.00	
Total WAYMAN, STEVEN OR MEGANN:					129.26	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ZIONS BANK - PUBLIC FINANCE							
9965	ZIONS BANK - PUBLIC FINANCE	1501	POLICE-VEHICLE LEASE-PRINC	01/12/2015	12,551.07	.00	
9965	ZIONS BANK - PUBLIC FINANCE	1501	POLICE-VEHICLE LEASE-INTER	01/12/2015	1,135.55	.00	
Total ZIONS BANK - PUBLIC FINANCE:					13,686.62	.00	
Grand Totals:					839,401.35	17,597.39	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**WORK MEETING MINUTES**  
**CITY COUNCIL**  
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL  
5 SOUTH MAIN, EPHRAIM, UTAH  
JANUARY 7, 2015  
5:30 PM

**CALL TO ORDER**

The Ephraim City Council convened in a work meeting on Wednesday, January 7, 2015, in the City Council Room. Mayor Squire called the meeting to order at 5:30 p.m.

**ROLL CALL**

**MEMBERS PRESENT**

Richard Squire, Mayor  
John Scott, Mayor Pro Tem  
Tyler Alder  
Margie Anderson  
Terry Lund  
Alma Lund

**STAFF PRESENT**

Brant Hanson, City Manager  
Bryan Kimball, City Planner  
Leigh Ann Warnock, City Recorder  
Steve Widmer, Financial Director  
Ron Rasmussen, Police Chief  
Chad Parry, Public Works Director  
Cory Daniels, Power Director

**I. DISCUSSION AGENDA**

**A. ICE RINK COVER**

Kate Crouch approached the Council regarding a cover or blanket for the ice rink. She proposed it would help keep the ice frozen during the day and prolong the skating season. She reported on sizes available and gave an estimated cost of \$2,600. Kate's Skates would donate towards the cover and also start fund raising for enough money to cover the rest of the cost. She wanted to know if this fit in with the City's long-term plan for the rink and wanted the Council to know what she felt their participation would be, including: approving their fundraising, storage of the blanket during the off-season and to let her know if there are any city funds that could be applied towards the cover.

Mayor Squire praised Kate because she didn't come with a problem she wanted the City to fix, she came with research, solutions and a willingness to help. He told her to go ahead and begin fundraising. Conversations will start regarding future location of the rink, size and funding for the cover.

## **B. LEGAL SERVICES**

Brant brought the issue of the City not having its own legal counsel. There are many legal issues that the city may encounter and will encounter. He suggested more of a part-time attorney than is now available to us through the Utah League of Cities and Towns. He could also review contracts, resolutions and attend Council meetings. Brant feels it would be in the best interest of the city to have legal help drafting documents and contracts. Bryan is currently drafting development agreements and isn't trained for that. David Church, from the League, agrees we might need something a little more stable.

Mr. Hanson has spoken with Chad Wooley, the current City Prosecutor, would he has agreed to provide legal services as well as prosecution services if that is the direction the council would like to go. He has come up with a tentative proposal, and Brant would also like to do an RFP to get see what kind of interest there is in the city and to get an idea of what a part-time attorney would costs the city. If this is done right away, any decisions could be made in time for next year's budget.

The city currently pays \$18,000 a year for prosecution. It may be \$35-40,000 if legal services are added. If the city were to use David Church as much as it should, the cost would be a lot more than that. Brant wants to be able to pay a flat fee rather than an hourly fee for services.

Mayor Squire agrees with Brant in that Bryan Kimball is now acting as City Planner, Engineer, and legal services. "We need to be more efficient and allow him to do his job." He would like to look at what it would cost to get a City Planner, as well.

John Scott expressed concern with expanding city government. "We have other needs within the city that we shouldn't forget take a precedence."

Brant reiterated his feeling that it would be a wash if the city utilized David Church the way it should. Ephraim is a growing city. An RFP does not obligate the City to follow through and hire an attorney.

The Council agreed to have Brant go ahead with an RFP.

## **C. ZONING ORDINANCE**

Bryan Kimball explained that the current zoning ordinance requires curb, gutter and sidewalk when contractors build within city limits. For individual homes, there is not same set of approval issues. Bryan has struggled with people who follow the code to their own understanding and don't finish because they can't come up with funds. He would like to come up with an ordinance amendment that requires standard permit fees up front, eliminating problems in the future.

The council asked if it is standard procedure with other cities. He replied that most require at least a financial guarantee. We do for subdivisions, but not for single family homes. If they

are required to do improvements, he would like to require collecting funds up front and putting it into escrow for all new building permits.

**ADJOURN**

*There being no further discussion, Councilmember Scott moved the work meeting adjourn. The motion was seconded by Councilmember Alder. The vote was unanimous. The motion carried.*

**MINUTES APPROVED:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL  
5 SOUTH MAIN, EPHRAIM, UTAH  
JANUARY 7, 2015  
6:00 PM

**CALL TO ORDER**

The Ephraim City Council convened in a Regular City Council Meeting on Wednesday, January 7, 2014, in the City Council Room. Mayor Squire called the meeting to order at 6:01 p.m.

**OPENING CEREMONY**

Councilmember Alma Lund offered an opening prayer. Mayor Squire led the audience in the Pledge of Allegiance.

**ROLL CALL**

**MEMBERS PRESENT**

Richard Squire, Mayor  
John Scott, Mayor Pro Tem  
Tyler Alder  
Margie Anderson  
Alma Lund  
Terry Lund

**STAFF PRESENT**

Brant Hanson, City Manager  
Bryan Kimball, City Planner  
Leigh Ann Warnock, City Recorder  
Steve Widmer, Financial Director  
Ron Rasmussen, Police Chief  
Chad Parry, Public Works Director  
Cory Daniels, Power Director

**PUBLIC COMMENT**

No public comment presented.

**I. PRESENTATIONS**

**A. WYATT ANDERSON**

Power Director, Cory Daniels, Congratulated Wyatt Anderson for completing his 2<sup>nd</sup> year step test for Journeyman/Lineman. The students are required to climb a pole and do a project for this test. There is also a written test and a transformer test that must each be passed at 98%.

Wyatt passed all portions of the test and Cory commented that Wyatt is a great asset to the city and he is appreciated by the whole department. He has been with the City just over two years.

Mayor Squire expressed appreciation to the Power Department.

**B. JEFF JENSEN:**

Public Works Director, Chad Parry, congratulated Jeff Jensen for receiving his Wastewater II Certification. Chad commented when Jeff started with the city there were no ongoing certification requirements; they were expected to certify one time. Jeff started in 1999 and he received his certifications in Collections II and Wastewater Treatment at that time. This year the State required each city to have someone certified on Collections I and Treatment I by the end of the year. Jeff had already achieved his Collections II certification but the city still needed to have the treatment certification. It is a very, very difficult test. Jeff hasn't worked with treatment, but he stepped up to bat and passed the test making the city compliant. Jeff is now certified for Collections II and Treatment II, putting the city ahead of the game.

“The city doesn't have a treatment plant and may not for a very long time, but we are ready and in compliance. Congratulations and thanks to Jeff for stepping up and doing that.”

**II. MOTION AGENDA**

**A. APPROVAL OF WARRANT REGISTER**

The Council reviewed the Warrant Register of January 6, 2015.

Questions:

Landis Technologies. For electrical reading system

Quest Financial Services. Craig Elder who comes to assist with the finances.

Street Sander: Upgrade for the sanding truck. This was in the budget.

*Councilmember Terry Lund moved to approve the January 6, 2014 Warrant Register as presented. The motion was seconded by Councilmember Margie Anderson. A roll call vote was taken. Voting yes: Councilmembers Alma Lund, Terry Lund, Margie Anderson, John Scott and Tyler Alder. The vote was unanimous. The motion carried.*

**B. APPROVAL OF MINUTES**

The Council reviewed the minutes of the December 3, 2014 City Council Work Meeting.

The Council reviewed the minutes of the December 3, 2014 regular City Council Meeting.

The Council reviewed the minutes of the December 15, 2014 Special City Council Meeting.

*Councilmember John Scott moved to approve the December 3, 2014 Work Meeting minutes, the December 3, 2014 Regular City Council Meeting minutes and the December*

*16, 2014 Special Council Meeting minutes as presented. The motion was seconded by Councilmember Tyler Alder. A roll call vote was taken. Voting yes: Councilmembers Alma Lund, Terry Lund, Margie Anderson, John Scott and Tyler Alder. The vote was unanimous. The motion carried.*

### **C. APPROVAL OF STAFF RECOMMENDATIONS**

#### **1. AGREEMENT: PERSONNEL SYSTEMS & SERVICES INC.**

This agreement provides technical assistance to update the 2012 job study with a recommendation for a formal pay plan and facilitation of fine-tuning of job valuations as needed to affirm client satisfaction with internal pay grade assignments and relationships.

*Councilmember Margie Anderson moved to approve the agreement with Personnel Systems & Service, Inc. The motion was seconded by Councilmember Terry Lund. A roll call vote was taken. Voting yes: Councilmembers Alma Lund, Terry Lund, Margie Anderson, John Scott and Tyler Alder. The vote was unanimous. The motion carried.*

### **III. RESOLUTION AGENDA**

#### **A. RESOLUTION ECR 15-01: UTAH LEAGUE OF CITIES AND TOWNS TRANSPORTATION RESOLUTION**

Councilmember Margie Anderson, who is also a ULCT Board Member, explained that this resolution is to encourage the State to address comprehensive transportation funding. The gas tax alone is not resulting in enough to fix the roads that need fixing. A lot of money was spent by the city on roads last year that cannot be duplicated every year. This is a source of revenue that would add a quarter of a cent on sales tax in our city and would provide an ongoing source of revenue to be used for roads and ATV trails, walking and bike trails, etc. Councilmember Anderson feels this would do nothing but benefit Ephraim City with a relatively low impact on the citizens.

Councilmember Scott commented he is concerned that they may begin messing with B&C road funds. Margie commented she would bring up the subject in the ULCT Board Meeting next week and explained that the passage of this resolution does not bind the city to anything, it is simply a sign to the State that cities want them to look into matters.

*Councilmember Margie Anderson moved to adopt ECR 15-01, a resolution encouraging the State of Utah to address comprehensive transportation funding. The motion was seconded by Councilmember Tyler Alder. A roll call vote was taken: voting "yes" Councilmembers Tyler Alder, Margie Anderson, Alma Lund, Terry Lund, and John Scott. The vote was unanimous. The motion carried.*

#### **IV. APPOINTMENTS AND COUNCIL REPORTS**

Mayor Squire asked for a volunteer to serve on the task force for the personnel study. With no reply, Mayor Squire asked Councilmember John Scott if he would be on the task force. He agreed.

##### **Alma Lund**

**Fire Department** – The Fire Department had an election to elect a chief. Kerry Steck has been reinstated and will be appointed at the next meeting.

#### **V. DEPARTMENT REPORTS**

##### **Bryan Kimball, City Planner**

**UDOT** – The city needs to renegotiate the contract with highways.

**Sewer Project** – The project is more than 50% complete.

**Main Street** – we are on track but will still need a budget amendment for the City's portion of the project.

**Amphitheater** – Moving forward, almost ready to put on the cap.

**Tunnel** – applications going in within the next week or two. Deadlines are coming up soon.

##### **Cory Daniels, Power Director**

**Rocky Mountain Power** – Planning to get the new switch in place in the next two months.

**Hydro** – Cory got the transformer back for the old Hydro and they will get that up and going by next week.

##### **Chad Parry, Public Works Director**

**Bell tower** – We need to get that working. It could play Christmas music during the Light Parade.

**Water Supply** – Last year water was a little below what it was the prior year for the springs. This year we are up a little bit and looking better. The snow pack is good. Water is okay for next year.

**Christmas Trees** – Crews are picking up live trees through January. They are being put at the shooting range and will eventually be burned.

**Ron Rasmussen, Chief of Police**

**Department Meeting** – The officers talked about issues going on around the country, including the controversy between officers and the Mayor in New York, etc. They were counseled not to get involved in all that, but to be kind and compassionate with the citizens.

**Investigations** – the officers are working hard and have a few good leads on current cases. The officers have been instructed to patrol more and park less. We want our officers to talk with citizens and get their input. The Chief thanked the Mayor and Council for support received from them.

**Steve Widmer, Financial Director**

**Audit** –Reviewing the finding, we have started the process of identifying all of the utilities for water, sewer, garbage and electricity that we are using and that need to be paid for. Steve expressed gratitude for Candice and Leah who have worked miracles in bringing forward things that have not been done in the past. They have put together a plan of action for the future.

**Leigh Ann Warnock, City Recorder**

**Posting** - Leigh Ann reported that 5<sup>th</sup> class cities are now required to post packets and minutes on the Utah State website, as well as agendas.

**VII. SUMMARY OF CURRENT EVENTS**

**County Economic Development** – The committee meets the first Tuesday of each month. Kevin Christensen, the County Economic Development Director, gave a good report on the trail system. Trails are getting difficult to use; snow banks block them for a significant amount of time. They may possibly be moving those trails to make them accessible year-round. They also talked about issues with the airport and other economic development topics. Mr. Hanson told Kevin he is welcome to advertise in the Ephraim City Hall.

**Tunnel** – Mr. Hanson has been working with a lobbyist in DC who came across a grant opportunity that could potentially bring in more than a million dollars for the water tunnel. Hopefully we will be able to get in on that funding. The deadline hits mid-February.

**VIII. CLOSED SESSION**

*Councilmember Margie Anderson moved to go into a closed session pursuant to the provisions of the Utah State Code, Section 52-4-205 (c) Pending or reasonably imminent litigation. The motion was seconded by Councilmember John Scott. The vote was unanimous. The motion carried.*

*Councilmember Tyler Alder moved the Council adjourn the closed session and reopen the public meeting. The motion was seconded by Councilmember Terry Lund. The vote was unanimous. The motion carried.*

**ADJOURNMENT**

*There being no further business to come before the Council for consideration, Councilmember John Scott moved the Regular Council Meeting adjourn. The motion was seconded by Councilmember Margie Anderson. The vote was unanimous. The motion carried.*

The next regular City Council meeting is scheduled to be held on January 21, 2015, starting at 6:00 p.m. in the Ephraim City Council room.

**MINUTES APPROVED:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

# Circle B Irrigation

Phone: (435) 787-1988, Fax: (435) 787-1993

Proposal Date 12/15/2014  
 Proposal Valid Until 12/31/2014  
 Proposal Name 8000 Poly Pivot  
 Field Name Ephraim City  
 Series 8000  
 Drive Units 6  
 Machine Length 1250'  
 Part Circle 180  
**Customer**  
 City of Ephraim

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## Machine Specifications

QTY	Description
Center Pivots	
1	8 5/8" Poly Pivot Point w/ Galv riser
	Lower Elbow Fixed Flange ANSI (8 5/8" pivot point)
1	6 5/8" Flex
Control Panels	
1	Pro 2 Panel
1	Collector Ring - Insul 8 - 20,30 & 45 amp 11Cond
Spans	
6	8000 8 5/8" x 204.9 FT-108 IN. Spacing Poly Lined
6	11.2 x 38 tubless tires
2	VS-8000 34RPM Centerdrive and Gearbox
4	VS-8000 68RPM Centerdrive and Gearbox
5	Pivot Standard Alignment
1	19.2' Poly Overhang
1	Standard Running Light
6	Motor Cover-Univ. Helical Basebeam Mounted
1	2 HP Booster Pump with Nelson 800 Valve

## Sprinkler Package

117	Senninger I-wobs up3 with weight/Blue Premium Hose Drops/ 15 psi Reg. For Poly outlets
1	Nelson SR100 Endgun

**Customer Net Machine Price**

**\$ 76,270.00**

## Pivot Other

1	Pivot Erection And Wire-in
1	Mobilization
1	Pivot fittings
1	8" Poly Pivot offset with A/V and PRV
1	Pivot start up
1	Concrete Pivot Pad
1	Mainline Hook Up and Mainline wire tie-in

**Pivot Other \$ 14,336.00**

**Freight \$ 2,400.00**

**Total Valmont Machine Price (delivered) \$ 93,006.00**

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http://www.mountainlandsupply.com

MOUNTAINLAND SUPPLY  
 2140 South Red Hills Dr  
 Richfield, UT 84701  
 435-896-9606  
 Fax 435-896-9607



# Quotation

EXPIRATION DATE	QUOTE NUMBER
04/29/2014	S100984963
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO BOX 10 OREM, UT 84059-0010	PAGE NO.
	1 of 4

QUOTE TO:

SHIP TO:

JONES AND DEMILLE ENG  
 1535 SOUTH 100 WEST  
 \*\*\*\*COD CASH ACCOUNT\*\*\*  
 RICHFIELD, UT 84701

JONES AND DEMILLE ENG  
 1535 SOUTH 100 WEST  
 \*\*\*\*COD CASH ACCOUNT\*\*\*  
 RICHFIELD, UT 84701

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
30201	8000 PIVOT		BRYAN C JOHNSON	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
LONDON LEAVITT			04/30/2014	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	* MODEL 8000 PIVOT DOMESTIC GEARBOXES * *** PIVOT, SPRINKLERS, FREIGHT ***			
1ea	VALLEY PIVOT			
1ea	PIVOT SPRINKLER PACKAGE			
	SPECIAL ORDER RETURN POLICY APPLIES			
1ea	Freight Inbound			
		Subtotal -----		108709.08
	* *** PIVOT INSTALLATION ***			
1249ea	PIVOT INSTALLATION			
	SPECIAL ORDER RETURN POLICY APPLIES			
1ea	PIVOT CREW MOBILIZATION			
1ea	PIVOT CENTER POINT ASSY.			
1ea	PIVOT END GUN & BOOSTER ASSY.			
1ea	PIVOT END STOP & CONT ASSY.			
		Subtotal -----		4564.75
** Continued on Next Page *			Bid Total	



http://www.mountainlandsupply.com

MOUNTAINLAND SUPPLY  
2140 South Red Hills Dr  
Richfield, UT 84701  
435-896-9606  
Fax 435-896-9607



# Quotation

EXPIRATION DATE	QUOTE NUMBER
04/29/2014	S100984963
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO BOX 10 OREM, UT 84059-0010	PAGE NO.
	2 of 4

QUOTE TO:

SHIP TO:

JONES AND DEMILLE ENG  
1535 SOUTH 100 WEST  
\*\*\*\*COD CASH ACCOUNT\*\*\*  
RICHFIELD, UT 84701

JONES AND DEMILLE ENG  
1535 SOUTH 100 WEST  
\*\*\*\*COD CASH ACCOUNT\*\*\*  
RICHFIELD, UT 84701

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
30201	8000 PIVOT		BRYAN C JOHNSON	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
LONDON LEAVITT			04/30/2014	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	*** PIVOT PAD AND LABOR ***			
1ea	PIVOT PAD			
10ea	Labor			
	Subtotal -----			2850.00
	* *** TY-IN PARTS ***			
1ea	2180G 700A 6FL IL X 6FL OL3/32 GALV. CLEMONS FILTER 700GPM			
1ea	2-1/2 IMP 200# IPS GATE VALVE 01718501P			
2ea	PFQ804 2-1/2 100# LF S/S GAUGE			
1ea	F085-060-10 6"GEAR OPERATED BFV FRESNO			
2ea	6STF 6 STEEL FLANGE IPS SIZE 2105			
1ea	854-060 6 PVC SCH80 SLIP VANSTONE FLG/RING			
1ea	6 3033-060I PIP X IPS BUSHING 3033-060i			
4ft	6 IMP STD A53B BLK PE PIPE			
8ea	3/4X3 A307A PLTD MACH BOLT			
** Continued on Next Page *			Bid Total	



MOUNTAINLAND SUPPLY  
2140 South Red Hills Dr  
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# Quotation

EXPIRATION DATE	QUOTE NUMBER
04/29/2014	S100984963
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO BOX 10 OREM, UT 84059-0010	PAGE NO.
	3 of 4

QUOTE TO:

JONES AND DEMILLE ENG  
1535 SOUTH 100 WEST  
\*\*\*\*COD CASH ACCOUNT\*\*\*  
RICHFIELD, UT 84701

SHIP TO:

JONES AND DEMILLE ENG  
1535 SOUTH 100 WEST  
\*\*\*\*COD CASH ACCOUNT\*\*\*  
RICHFIELD, UT 84701

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
30201	8000 PIVOT		BRYAN C JOHNSON	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
LANDON LEAVITT			04/30/2014	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
8ea	3/4X4 A307A PLTD MACHINE BOLT			
16ea	3/4 PLTD STEEL HEX NUT/BULK			
1ea	ISPRV3 3 MIPT XCAD PRV ADJUSTABLE PRESET @ 85PSI W/ SS STEM ADJ FROM 25-100PSI			
1ea	200AV 2" ALUM AIR RELIEF VALVE			
1ea	2 X 6 STD BLK NIPPLE			
1ea	3 STD BLK HALF-COUPLING			
1ea	6 PIP 90 ELBOW SW 100# 2916-0601M			
1ea	6 IMP STD LR WELD 90 ELL			
1ea	439-338 3X2 PVC SCH40 TXT BUSHING			
1ea	6X3 PIP TEE GXSPXFIP 125# 3001-530235M			
1ea	2 IPS CI GATE VALVE W/SQ NUT W/RESELIANT WEDGE 017110NN020			
1ea	2 X CLOSE PVC S80 NIPPLE			
1ea	412-020 2 PVC SCH40 TXT STR 90			
1ea	436-020 2 PVC SCH40 MALE ADPT			
1ea	6" SWIVEL RISER GALV. 90DEG 6"FL X 6"FEMALE RING LOCK			
3ea	BIT4 BURNDY CONNECTOR #4			
4ea	#8 THHN STR BLACK WIRE			
8FT	1-1/4" CONDUIT EF SEALTITE GRAY			
** Continued on Next Page *			Bid Total	



http://www.mountainlandsupply.com



# Quotation

MOUNTAINLAND SUPPLY  
 2140 South Red Hills Dr  
 Richfield, UT 84701  
 435-896-9606  
 Fax 435-896-9607

EXPIRATION DATE	QUOTE NUMBER
04/29/2014	S100984963
REMIT TO: MOUNTAINLAND SUPPLY COMPANY PO BOX 10 OREM, UT 84059-0010	PAGE NO.
	4 of 4

QUOTE TO:

SHIP TO:

JONES AND DEMILLE ENG  
 1535 SOUTH 100 WEST  
 \*\*\*\*COD CASH ACCOUNT\*\*\*  
 RICHFIELD, UT 84701

JONES AND DEMILLE ENG  
 1535 SOUTH 100 WEST  
 \*\*\*\*COD CASH ACCOUNT\*\*\*  
 RICHFIELD, UT 84701

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
30201	8000 PIVOT		BRYAN C JOHNSON	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
LONDON LEAVITT			04/30/2014	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
5ea	18/2 CUT MULTI STRAND WIRE CUT WIRE IS NON-RETURNABLE.ALL SALES FINAL. SPECIAL ORDER RETURN POLICY APPLIES			
4ea	1/2 PLTD STEEL HEX NUT/BULK			
1ea	DOTTIE LN50 1/2 STEEL LOCKNUT SPECIAL ORDER RETURN POLICY APPLIES			
4ea	1/2X2 A307A PLTD MACHINE BOLT			
5ea	CUT PIECES OF PIVOT DROP HOSE 3/4"			
2ea	1436-074 1/2X3/4 MXINS ADPT			
2ea	1-1/4" STR LIQUIDTIGHT FLEX CONN 5335 SEALTITE			
12ea	CFW-2000 48"X2" HEAT SHRINK TUBING PIVOT HEAT SHRINK KVSUP **SOLD BY THE INCH**			
1ea	58-4-2S WADE RINGLOCK CLAMP, FITS 4"&5"			
1ea	1703974 V 6 5/8"VALLEY X 6" PIERCE MALE COUPLER GALV. 13.38"LONG			
1ea	SMV6WS 6" SEAL MATIC CONTROL VALVE 120V W/PARKER SKINNER SOLENOID 5-200PSI			
Subtotal -----				3025.01
Bid Total does not include tax or freight. All prices herein supercede all prior quotes and are subject to change without prior notice. No guarantee is made as to the accuracy of the quantities listed. *** NOTE- All Special Order Material is Non-Returnable ***			Bid Total	119148.84

Bid Total does not include tax or freight. All prices herein supercede all prior quotes and are subject to change without prior notice. No guarantee is made as to the accuracy of the quantities listed. \*\*\* NOTE- All Special Order Material is Non-Returnable \*\*\*

As of July 1, 2013 we will no longer accept returns of brass faucets and fittings containing lead.

ASK US ABOUT THE JAN. 2014 "NO LEAD LAW"

## Summary of Bids for New Pivot Line for the New Sewer Expansion Project

Last updated January 2015

<b>Name:</b>	<b>Location:</b>	<b>Cost:</b>
Circle B Irrigation	(Hyde Park, UT)	\$93,006.00
Mountain Land	(Richfield, UT)	\$119,148.84
Southwest Sprinkler Supply	(Ephraim/Cedar, UT)	\$88,262.51



Reference: Q10076410  
 Proposal Name: sss\_1/19/2015\_4:15 PM  
 Field Name:  
 Series: 800P  
 Drive Units: 6  
 Machine Length: 1247.4

## Valley Sales Proposal

Proposal Date: 1/19/2015  
 Proposal Valid Until: 2/19/2015

### CUSTOMER

Ephraim City  
 5 S Main St  
 Ephraim, UT 84627

### DEALERSHIP

SouthWest Sprinkler Supply  
 506 N 200 W  
 Cedar City, UT 84721  
 (435)586-6489  
 Sales Rep: DEVIN RAY

### MACHINE SPECIFICATIONS

Qty	Description
Center Pivots	
1	8 5/8 PIVOT POINT W/O FLEX
1	STD PROFILE LADDER-6 5/8 OR 8 5/8 PIVOT POINTS
1	LOWER ELBOW FIXED FLANGE ANSI(8 5/8 PIVOT POINT)
1	PIVOT FLEX FOR 8 5/8 PIVOT POINT
Control Panels	
1	PRO2 PANEL FOR PIVOT
1	OPTION RESOLVER
1	COLLECTOR RING - INSUL-8 - 20,30 & 45 AMP 11COND
Spans	
6	8000 6 5/8 X 204.9 FT-108 IN. SPACING GALVANIZED
6	11.2-38 TUBELESS TIRES 10IN GALV RIMS
6	VALLEY GEARBOXES NON-TOWABLE
6	STANDARD ALIGNMENT
1	18.1 FT-108 IN. (5.5M-274CM) GALVANIZED OVERHANG
2	34 RPM 0.6 HP HELICAL CENTERDRIVE
4	68 RPM 1.2 HP HELICAL CENTERDRIVE
Span Options	
1	RUNNING LIGHT
1	END OF FIELD STOP W/AUTO REVERSE POST STYLE
1	2HP BOOSTER PUMP
1	18.1 (5.5M) OVERHANG BOOSTER PUMP HOSE
1	ENDGUN VALVE W/BOOSTER PUMP - NELSON 800

<b>Total Extended List Price:</b>		\$	<b>100,725.00</b>
Machine Discount and Fees Includes		\$	(29,639.32)
Machine Discount / Rebates	\$	(10,400.00)	
Delivery Bonus	\$	(600.00)	
Installation Cost		\$	3,742.20

Pivot Pad	\$	1,200.00
Freight	\$	2,400.00

**Valley Machine Price** **\$ 78,427.88**

**SPRINKLER PACKAGE SPECIFICATIONS**

Sprinkler Configuration Details

Machine Flow	600 GPM	Pivot Pressure	28 PSI
Total Count	127	LRDU Drive Time	7.8 Hrs/180° @ 100%

Field Area

59.8	Total Acres
56.4	Acres: Pivot 180°
3.4	EG On 50%

Flow

9.49	GPM/Acre
0.50	In/Day App Rate
0.164	In. App Depth @ 100%

<u>Sprinkler Configuration</u>	<u>Range (ft)</u>	
Senninger 6 5/8" U-Pipe 6 Poly 3/4 M NPT x 3/4 M Hose	Outlets 3,39,1 40,138	
Blue Premium Hose Drop Variable Length 36" Ground Clr	140,147	
Valley Regulator PSR 15 3/4 F NPT		
Senninger OneWeight Integrated Weight 0.85		
Senninger I-Wob - UP3 Fine 6-Groove Grey 3/4 M NPT		

**Total Extended List Price:** **\$ 10,056.15**  
 Sprinkler Discount \$ (4,375.57)

**Valley Sprinkler Package Price** **\$ 5,680.58**

**DEALER SUPPLIED PRODUCTS/SERVICES**

ADDITIONAL DISCOUNT FOR PAYMENT WITHIN 10 FOR SHIPPING FROM FACTORY	\$	(2,000.00)
MOBILIZATION - MULTIPLE PIVOTS WILL BE DIVIDED	\$	675.00
PIVOT POINT	\$	300.00
ERECTION	\$	4,054.05
END GUN/BOOSTER PUMP	\$	200.00
ASSEMBLY OF END OF FIELD STOPS/STOP	\$	75.00
START UP - WILL APPLY AFTER CONSTRUCTION IS COMPLETE, IF START UP LATER	\$	250.00
ADDITIONAL TRAVEL CHARGE		
WATER HOOK UP AT PIVOT POINT - PLUS MATERIAL	\$	350.00
ELECTRICAL HOOK-UP AT PIVOT POINT - PLUS MATERIALS	\$	250.00

**Total Valley Dealer Supplied Products/Services** **\$ 4,154.05**

**TOTAL CUSTOMER PRICE OF PROPOSAL** **\$ 88,262.51**

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Customer Signature

---

Dealership Representative Signature

---

Printed Name

---

Printed Name

---

Dealership Name

---

Date

---

Date

## VALMONT TERMS

The buyer as listed herein (“Buyer”) of the equipment described herein (the “Equipment”) hereby agrees as follows:

Buyer agrees Dealer is an independent contractor and is not an agent or employee of Valmont Industries, Inc. (“Valmont”) or any Valmont related entity. Buyer further acknowledges and agrees that Valmont’s sole warranties are with respect to the portions of the Equipment and components Valmont manufactured. Valmont’s sole warranties with respect to the Equipment it manufactured is provided in the Valmont Limited Warranty, a copy of which has been provided to Buyer in the control panel of the Equipment, and is also available for Buyer’s review from Dealer. Dealer may make no other or further warranty on behalf of Valmont, either express or implied. Valmont expressly disclaims all other warranties including the warranty of merchantability or fitness for a particular purpose, and Buyer agrees any statements by Dealer to the contrary shall have no binding effect on Valmont.

Buyer acknowledges the Approximate Ship Date provided by Dealer for the Equipment is an estimate subject to change for any reason. The actual delivery date may be different. Buyer agrees that neither Dealer nor Valmont shall be liable for any damage, cost, or loss; whether actual, consequential or incidental caused by any difference between the ApproximateShip Date and actual delivery date of the Equipment.

Buyer acknowledges and agrees that any components of the Equipment that are manufactured by parties other than Valmont are being sold solely with the manufacturer’s warranty, if any. Valmont makes no warranty whatsoever with respect to any such components, and expressly disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to any such components.

Any action for the breach of the contract, including warranties arising from it, must be commenced within ONE (1) YEAR after the cause of action accrues, and all actions shall be barred after such time.

To the extent not inconsistent with the terms of the Contract, the parties to the Contract agree that the transaction and the validity, construction, interpretation and effect of the Contract shall be governed by the laws and the Uniform Commercial Code of the State of Nebraska. Any and all actions by or against Valmont in regard to or arising out of the terms and conditions hereof shall be instituted and litigated in the Courts in Douglas County, Nebraska, and in no other. In accordance herewith, the parties hereto submit to the jurisdiction of and do hereby enter their voluntary appearance to the Courts in Douglas County, Nebraska.

This agreement constitutes the entire agreement between the parties relative hereto and neither party shall be bound by any agreement, statement, or representation not incorporated herein. Buyer acknowledges that there are no verbal agreements or warranties collateral to or affecting the Contract.



**STAKER | PARSON**  
C O M P A N I E S

# DBA Hales Sand and Gravel

**408 West 100 South 180 West 1400 South 390 North 300 East**  
**Redmond, Utah 84654 Elsinore, Utah 87424 Centerfield, Utah 84622**  
**Phone 435/529-7434 Phone 435/527-4646 Phone 435/528-7279**  
**Fax 435/529-7440 Fax 435/527-3560 Fax 435/528-3718**

<b>To:</b> Ephraim City	<b>Contact:</b>
<b>Address:</b> 5 South Main Ephraim, UT 84627	<b>Phone:</b> 435-283-4631 <b>Fax:</b> 435-283-4867
<b>Project Name:</b> Ephraim City Parking Lot Paving	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b> 1/13/2015

Staker & Parson Companies may withdraw this proposal, unless written acceptance is received from buyer within 15 days of proposal date. This proposal is subject to a fuel surcharge. The Bench Mark Price for diesel fuel the week of this proposal is \$2.47 per gallon.

Bid Proposal Estimator: Layne Torgerson

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Mobilization	1.00	LS	\$2,000.00	\$2,000.00
	2	Install 3" HMA In Parking Lot	9,000.00	SF	\$2.35	\$21,150.00
	3	Finish Grading Parking Area	9,000.00	SF	\$0.45	\$4,050.00

**Total Bid Price: \$27,200.00**

**Notes:**

- Exclusions: Unless otherwise noted, price excludes bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping and prime coat.
- Bid is based on one mobilization per crew. If additional mobs are required, there will be an additional charge of \$ 1000.00 ea.
- Subgrade is to be within + or - .1 of a foot, no material to be added or removed.
- \*\*\* BID AND WORK CONTRACT \*\*\*

In consideration of the mutual promises set forth herein, Staker Paving and Construction Company, Inc., with principal offices located at 1730 North Beck Street, Salt Lake City, Utah (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:

1. DESCRIPTION OF WORK\*: Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"):

\*To the extent the described work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Staker.

2. CONTRACT PRICE: To the extent that the above is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual number of units or squarefeet completed as determined by field measurement. The price stated is also based on Staker's ability to purchase required materials, in particular asphalt oil, for \$550.00 per ton (AC 10) F.O.B., Salt Lake City, Utah. Any increase in the price, including freight and taxes, which Staker must pay for said materials, will be passed on to and paid for by Buyer.

- 3. TERMS OF PAYMENT: Buyer shall pay Staker in full at Staker's office in Salt Lake within fifteen (15) days following the date of Staker's invoices, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2.%" per month) from the date payment is due until payment is received by Staker, whether before or after judgment.

4. CLAIMS OR DEFECTS: Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the work under this contract by Staker. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Staker shall have a reasonable time to make such repair or replacement.

- IN NO EVENT SHALL STAKER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS OR USE. STAKER PAVING AND CONSTRUCTION COMPANY, INC.

5. PROSECUTION OF WORK: It is contemplated by the parties that the work specified in this contract shall be completed by this date: REGULAR ASPHALT PAVING SEASON 2014.

. At its option, Staker may decline to perform any part of the work which, through no fault of Staker, is to be completed beyond this date. In addition, Staker shall not be responsible for any delays in performing the work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Staker's control, and to the extent reasonably possible, Staker shall complete the work at the next available opportunity. In the event Staker elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Staker shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all

of its duties and responsibilities under the terms of this contract.

- 6. PROPERTY DAMAGE: Buyer shall be responsible to direct Staker employees as to proper ingress and egress of the property. To the extent that such direction is followed or that no direction is given, Staker shall not be responsible for any damage to the property where the work is being performed, including damage to curbs, gutters and sidewalks.

7. MISCELLANEOUS PROVISIONS:

a. No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping or prime coat are included in this contract unless specifically indicated in Paragraph 1 above.

b. Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the Premises authorizing the work to be performed on the said Premises.

c. Staker assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade of water table problems.

d. This contract is the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.

e. This contract shall be construed in accordance with the laws of the State of Utah.

f. This contract shall be binding on the heirs, successors or assigns of the parties hereto.

g. THIS CONTRACT IS NOT BINDING UNTIL APPROVED BY STAKER'S CREDIT DEPARTMENT. Buyer agrees to furnish acompleted Credit Application to Staker prior to or at the execution of this contract.

- FUEL SURCHARGE: Due to unstable energy prices, this contract is subject to a fuel surcharge per ton for all materials included in the contract. Buyer agrees, increases or decreases to fuel costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. See the following table.

Fuel Surcharge per ton for increases above or below the Bench Mark Price.

FUEL INCREASE	AGG'S PER TON	ASPHALT PER TON
\$3.1501 TO \$3.2999	\$0.05	\$0.20
\$3.3000 TO \$3.4499	\$0.10	\$0.40
\$3.4500 TO \$3.5999	\$0.15	\$0.60
\$3.6000 TO \$3.7499	\$0.20	\$0.80
\$3.7500 TO \$3.8999	\$0.25	\$1.00
\$3.9000 TO \$4.0499	\$0.30	\$1.20
\$4.0500 TO \$4.1999	\$0.35	\$1.40
\$4.2000 TO \$4.3499	\$0.40	\$1.60
For each \$0.1499 increase		
or decrease	\$0.05	\$0.20

The Bench Mark Price is based on the average retail price of No.2 Diesel Fuel listed at [http://tonto.eia.doe.gov/oog/info/wohdp/printer\\_friendly\\_version.asp](http://tonto.eia.doe.gov/oog/info/wohdp/printer_friendly_version.asp) Rocky Mountain Region (PADD 4). This contract includes .006 tons per s.f./ inch for aggregates, and .0065 tons per s.f./ inch for asphalt materials. If lump sum, this contract includes \_\_\_\_\_ tons of aggregates, and \_\_\_\_\_ tons of asphalt.

Surcharge based on .881 gal per ton aggregates and 2.13 gal per ton asphalt.

- This job is bid using warm mix (Enviromental Friendly) unless otherwise specified.

**Payment Terms:**

As per the preceding Bid and Work Contract .

Please include your Social Security Number.

PERSONAL GUARANTEE

I/we unconditionally and individually guarantee the performance of the Buyer under the terms and conditions of the above contract.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Staker Parson Co. DBA Hales Sand And Gravel</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Layne Torgerson</p>
---	--



164 WEST 300 NORTH  
 EPHRAIM, UT 84627

# Estimate

Date	Estimate #
1/19/2015	859

Name / Address
Ephraim City Pavillion



			Project
Description	Qty	Cost	Total
equipment and labor to erect Pavilion Structure @ Park. Work includes: standing Iron, welding connections, installing roof sheeting, touch up painting, and installing trim and flashing to complete work.		5,245.00	5,245.00
		<b>Total</b>	\$5,245.00

Customer Signature \_\_\_\_\_

\$120.00

Wheeler



Quote 108879-01

January 13, 2015

EPHRAIM CITY  
5 SOUTH MAIN  
EPHRAIM , UT 84627

Attention: CHAD PARRY

Dear Customer,  
Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

CATERPILLAR Model: 420E IT E Backhoe Loaders  
STOCK NUMBER: LKE00692 SERIAL NUMBER: OPHC00193 YEAR: 2008

**MACHINE SPECIFICATIONS**

Description	Reference No	Description	Reference No
420E BHL IT ACERT TIER 3	291-9209	COUPLING, QUICK DISCONNECT	132-8769
E-STICK	297-0171	COUNTERWEIGHT, 1075 LBS	252-9984
CAB, DELUXE W/AC	294-4948	MANUALS, ENGLISH	0P-0572
BELT, SEAT, 2" SUSPENSION	206-1747	POWERTRAIN, 93 HP, 4WD, STD SHIFT	298-5938
HEATER, ENGINE COOLANT, 120V	248-2214	HYDRAULICS, BH, 6 FUNCTION	297-1828
BATTERY, HEAVY DUTY	211-4286	RIDE CONTROL	332-7132
CONTROL, IT AUX ATTACHMENTS	211-4258	INSTRUCTIONS, ANSI	291-9200
PLATE GROUP - BOOM WEAR	270-3204	MULTI-PURPOSE BUCKET	216-8840
TIRES 4WD FLOTATION, FIRESTONE	282-3855	BUCKET, 24"	254-8941
STABILIZER PADS, FLIP W/GUARD	133-3362	FORKS	6W-8832

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Sell Price	\$64,000.00
After Tax Balance	<b>\$64,000.00</b>

---

**F.O.B/TERMS** Ephraim, UT

I appreciate the opportunity to provide you with your equipment needs. This quote is valid for 30 days after which point, dealer reserves the right to re-quote. Please contact me with any questions.

Sincerely,

Don Smith  
Machine Sales Representative

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

EPHRAIM CITY CORPORATION  
5 SOUTH MAIN, EPHRAIM, UT 84627  
PHONE 435-283-4631  
FAX 435-283-4867

**Planning Commission Chair:** Lisa Murray

**PLANNING COMMISSION BOARD MEMBERS:**

Lyle Chamberlain  
Larry Griffeth  
LeMar Hansen  
Tom Nichols  
Rob Nielsen  
Craig Rasmussen

**PLANNING COMMISSION RECOMMENDATION**

Pursuant to a regularly scheduled meeting held by the Ephraim City Planning Commission on Wednesday, the 14th day of January, 2015, the Planning Commission makes the following recommendation to the Ephraim City Council:

***MOTION:*** PLANNING COMMISSION MEMBER LARRY GRIFFITH MOVED TO RECOMMEND TO THE CITY COUNCIL ADOPTION OF THE AMENDED EPHRAIM CITY ZONING ORDINANCE, AND EPHRAIM CITY SUBDIVISION ORDINANCE AS PRESENTED, TO INCLUDE ANY CHANGES AS DISCUSSED, AND THAT CITY STAFF COME UP WITH A FORMULA TO ASSESS COSTS OF FRONTAGE IMPROVEMENTS BASED ON A COST PER LINEAL FOOT OF FRONTAGE, AND THOSE COSTS BE REQUIRED TO BE PAID UPFRONT AT THE SAME TIME OTHER FEES ASSOCIATED WITH DEVELOPMENT ARE COLLECTED. PLANNING COMMISSION MEMBER ROB NIELSEN SECONDED THE MOTION. PLANNING COMMISSION CHAIR LISA MURRAY, AND PLANNING COMMISSION MEMBERS LYLE CHAMBERLAIN, LARRY GRIFFITH, LEMAR HANSON, ROB NIELSON, AND CRAIG RASMUSSEN VOTED IN FAVOR OF THE MOTION. THE MOTION CARRIED.

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Planning Commission Secretary

### 10-3-2: SUPPLEMENTARY REGULATIONS TO ALL ZONES

D. Lot Improvements: A building permit for a primary building on a lot will only be issued on the condition that the lot be improved with curb/gutter, sidewalk, and asphalt along the street frontage of the lot in accordance with [the \*Development Sequence and Guarantee of Improvements\* as outlined in Chapter 7, Section 11-7-1 \(A\) 3 through 11-8-7 of the Subdivision Ordinance](#), ~~city policy~~, and minimum utilities (including water, sewer, power, and gas) are available and adequate to service the property. See also subsection M of this section.

M. Curb, Gutter and Sidewalk, and Asphalt: Except as provided elsewhere in this title or title 11 of this code for large lots, at the time of issuance of a building permit for the primary structure on a lot, the installation of curb, gutter and sidewalk and asphalt of a type approved by the city is required along the frontage of the lot on any existing street where such improvements are not already in existence or where existing improvements are not in good repair in accordance with the ~~policies of~~ Ephraim City [Subdivision Ordinance](#). (See also subsection D of this section.) Those property owners who permanently remove existing sidewalk may be required by the city to replace the removed sidewalk at their expense. Failure by the property owner to replace the sidewalk within a reasonable time frame after written notice from the city may result in action taken by the city in accordance with section 10-1-5 of this title to compel the owner to replace the sidewalk. (Ord. 10-04, 12-1-2010; amd. Ord. 12-08, 8-1-2012)

### 11-4-3: PLANNED UNIT DEVELOPMENT

E: A planned unit development shall be processed in the same stages as a standard subdivision, [and in accordance with the \*Development Sequence and Guarantee of Improvements\* as outlined in Chapter 7, Section 11-7-1 \(A\) 3 through 11-8-7 of the Subdivision Ordinance](#), with the following modifications: ...

11-4-4: PHASED DEVELOPMENT: The platting of subdivisions may be done in phases. When off site improvements are complete and their installation approved by the city engineer, the developer may submit the next phase for final approval.

- A. Development shall be performed so that the phases will be contiguous and the required improvements will be continuous, [with all improvements subject to the \*Development Sequence and Guarantee of Improvements\* as outlined in Chapter 7, Section 11-7-1 \(A\) 3 through 11-8-7 of the Subdivision Ordinance](#)

### 11-51-1: SUBDIVISION STANDARDS

11-5-3: On Site Improvements: ... All stakes shall be in place prior to the issuance of building permits and *after the completion of all subdivision improvements*, [or in accordance with the](#)

[Development Sequence and Guarantee of Improvements as outlined in Chapter 7, Section 11-7-1 \(A\) 3 through 11-8-7 of the Subdivision Ordinance](#)

#### 11-7-1 DEVELOPMENT SEQUENCE

- B. (3) No Building permit or land use permit shall be issued until the following improvements are installed, approved, and as built drawings submitted to and approved by the city or are guaranteed as provided for in this title. As built drawing shall be provided as hard copies and shall also be submitted electronically in Autocad or DXF file format.
1. Pressure irrigation as applicable;
  2. Curb, gutter, and sidewalk;
  3. Asphalt Pavement
  4. Drainage Improvements;
  5. Other buried utilities as applicable;
  6. Electric service;
  7. Natural Gas

#### 11-7-2: ENFORCEMENT AND RESPONSIBILITY

Ephraim City will not authorize the building inspector, nor will the city land use administrative officer or any administrative official of Ephraim City issue any permit for the proposed erection, construction, reconstruction, alteration, or use until proof of full compliance with all the provisions of this title has been provided. ...

**11-8-1: GUARANTEE OF IMPROVEMENTS REQUIRED:** In lieu of the actual completion and acceptance by the legislative body of the improvements required by this title and before approval of the final plat by the legislative body the developer shall guarantee, by written agreement and by one or more of the following methods, the installation and construction of the required improvements within two (2) years from the date of approval of the final plat unless granted an extension by the city council. Said agreement and guarantee must state "In favor of Ephraim City". In addition the developer shall guarantee by one or more of the following methods that the improvements shall be maintained in a state of good repair free from defective material or workmanship for a period of two (2) years from the date of final approval of the improvements. (Ord. 09-03, 2-15-2009)

#### 11-8-2: BOND:

- A. The developer shall furnish and file with the city recorder a bond with corporate surety in an amount equal to one hundred twenty five percent (125%) of the cost of the improvements not previously installed and accepted plus fifteen percent (15%) of the cost of previously installed improvements within a period of two (2) years immediately

following the approval of the subdivision plat by the legislative body and a statement that the improvements shall be maintained in a state of good repair free from defects of material or workmanship for a period of two (2) years following the date of final approval for the improvements, which bond shall be approved by the legislative body and city attorney.

B. Upon completion of the improvements for which a surety or cash bond has been filed, the developer shall call for inspection by the city engineer, such inspection to be made within five (5) days from the date of request. If inspection shows city standards and specifications have been met in completion of such improvements, the portion of the bond corresponding to the completion to the improvements shall be released within seven (7) days from the time of inspection. The portion of the bond corresponding to the warranty improvements will be released following inspection and verification of the condition of the improvements after twenty four (24) months following final approval. (Ord. 09-03, 2-15-2009)

11-8-3: ESCROW: The developer shall deposit with a city insurance company, bank, or savings and loan institution in an escrow account an amount of money equal to at least one hundred twenty five percent (125%) of the costs of the improvements required by this title not previously accepted by the city and fifteen percent (15%) of the cost of the improvements already installed and approved. The costs of the improvements shall be determined by the city engineer. The escrow agreement shall be subject to approval by the city attorney and shall be signed by the developer, the city, and the escrow holder, and shall contain substantially the following language:

**AGREEMENT**

*The undersigned hereby promises and warrants that it has on deposit in an escrow account for the benefit of Ephraim City, the sum of \$ which represents at least 125% of the estimated costs of the improvements not constructed or installed by the developer of the subdivision and accepted by the City plus 15% of the cost of the improvements already installed and approved.*

*The undersigned hereby agrees that the foregoing sum of money shall be used exclusively for the purpose of paying for the costs of materials and construction and installation or repair of the improvements required by the City's subdivision ordinances. The undersigned further agrees that the money held in an escrow account shall be paid out to the contractors installing and constructing the required improvements only upon an order executed by the developer and by an authorized officer of the City except in the case of repair of defects, when the process below will be followed.*

*The developer shall not withdraw from the escrow account any amount in excess of 110% of the estimated cost of the improvements but shall pay from other sources any costs for such improvements which exceed 110% of the costs estimated by the engineer. A sum equal to 15% of the estimated costs of improvements shall remain*

*with the escrow holder for a period of two years following acceptance of the improvements of the City.*

*If after two years from approval of the final plat by the City, all or any part of the required improvements are not installed, constructed and accepted by the City, and if for a period of 2 years following acceptance of the improvements by the City the improvements are not maintained according to the standards required in the City's subdivision ordinance, the City shall notify in writing the developer and the escrow holder of the defects and charge to the escrow holder the costs of correcting the defects.*

*The escrow holder shall, on receiving reasonable proof from the City of the defect and that the City has incurred the costs of correcting the defect pay to the City from the escrow account the cost of correcting the defect, and the escrow holder shall be held harmless by the parties by reason of the payment to the City.*

*If, after two years after the legislative body has accepted the improvements required by its subdivision ordinance, the required improvements remain substantially free from latent defects, the City shall certify such fact to the escrow holder and the escrow holder shall release to the developer any money still held in the escrow account, and the escrow holder shall be discharged of its obligation to the City.*

The escrow agreement may contain such additional provisions as the parties deem necessary. (Ord. 09-03, 2-15-2009)

11-8-4: DEPOSIT WITH CITY: The developer shall deposit with the city a sum equal to one hundred twenty five percent (125%) of the costs of the required improvements not installed, constructed, and accepted by the city and fifteen percent (15%) of the cost of the improvements previously constructed and accepted. The developer shall have the right to draw against the account with the city all sums to one hundred ten percent (110%) of the cost of the improvements not installed which shall be paid to the order of persons installing, constructing, or maintaining the improvements. The city shall hold the additional fifteen percent (15%) to guarantee that the improvements are maintained in a state of good repair free from defects of material or workmanship for a period of two (2) years following approval of the improvements. The city may, after making written demand on the developer in the manner required in section 11-8-3 of this chapter, install, construct, or repair the improvements and pay such costs from the developer's account. The city shall refund any sums remaining in the developer's account after the legislative body accepts the improvements and the two (2) year warranty period expires. (Ord. 09-03, 2-15-2009)

~~11-8-5: IRREVOCABLE LETTER OF CREDIT: The developer shall file with Ephraim City an irrevocable letter of credit from a duly chartered state or national bank or savings and loan institution, which shall contain provisions similar to those required in the escrow agreement. The form of the irrevocable letter of credit shall be approved by Ephraim City. (Ord. 09-03, 2-15-2009)~~

11-8-6: FEES: Subdivision approval within Ephraim City shall be subject to the following fees established by the legislative body:

- A. Preliminary Plat Application Fee: At the time of filing the preliminary plat, the subdivider shall deposit with the city a nonrefundable fee made payable to Ephraim City. The legislative body shall by resolution from time to time prescribe the amount of such fee, which shall be for the purpose of reimbursing the city for the expense of checking and reviewing such preliminary subdivision plats.
- B. Final Plat Application Fee: At the time of filing the final plat, the subdivider shall deposit with the city a nonrefundable fee made payable to Ephraim City. The legislative body shall by resolution from time to time prescribe the amount of such fee, which shall be for the purpose of reimbursing the city for the expense of checking and reviewing such final subdivision plats. The subdivider shall also pay to the city an amount equal to the normal fee for recording a subdivision in Sanpete County as established by the Sanpete County recorder.
- C. Inspection Fee: At the time of filing the final plat, the subdivider will deposit with Ephraim City an inspection fee consisting of seven percent (7%) of the estimated cost of improvements, as approved by Ephraim City. Ephraim City will draw on this deposit to pay the costs of inspection services for the subdivision. After final approval of all subdivision improvements, Ephraim City will return to the subdivider any unused portion of the inspection fee. In the event that inspection costs exceed the subdivision fee deposit, subdivider will pay to Ephraim City the additional inspection costs. (Ord. 09-03, 2-15-2009)

11-8-7: LEGAL REMEDIES FOR VIOLATION: In accordance with 10-9a-803 of the Utah code, any applicant that violates this title may be charged with a class C misdemeanor and subject to all fines and imprisonment associated with such penalty.

- A. Because it is impractical to expect that all grading, infrastructure, and other improvements can be adequately inspected by Ephraim City, Ephraim City expects applicants to complete all development improvements in accordance with the approved plans. If an applicant installs improvements that are inconsistent with the development approval granted by the city council, the improvements will be corrected to satisfy the approval granted by the city council at the applicant's expense even if discovery of the inconsistency occurs after an initial acceptance of the development improvements. Failure to correct the inconsistencies may result in any legal action necessary to correct the inconsistencies. (Ord. 09-03, 2-15-2009)