



**WORK SESSION AGENDA**  
Wednesday, March 4, 2026 at 5:15 p.m.  
Mapleton City Council Chambers  
**REGULAR MEETING AGENDA**  
Wednesday, March 4, 2026 at 6:00 p.m.  
**Mapleton City Council Chambers**  
**125 W 400 N, Mapleton, UT 84664**

**CITY COUNCIL WORK SESSION:**

The purpose of this work session is to discuss the proposed Mapleton City Transportation Master Plan.

**REGULAR CITY COUNCIL MEETING:**

**CALL TO ORDER—INVOCATION- PLEDGE OF ALLEGIANCE**

**PUBLIC FORUM:** Members of the audience may bring to the attention of the Mayor and Council any item that is not on the agenda. Please sign in. Speakers are generally given two to three minutes, at the discretion of the Mayor to address the Council. State law prohibits the Council from acting on items that do not appear on the agenda. **The Mayor reserves the right to amend the order of the agenda items and to delete items no longer required for consideration.**

**CONSENT AGENDA:** Items on the consent agenda are routine in nature and do not require discussion or independent action. Members of the Council may ask to remove any items from the consent agenda to be considered individually. Unless that is done, one motion may be used to adopt all recommended actions. If the public has questions or comments regarding the consent agenda, please contact staff prior to the meeting.

1. Approval of City Council meeting minutes- February 4, 2026
2. Consideration of a Resolution to approve the contract with RH Borden for \$43,985.00 for 2026 sewer acoustic assessment and manhole inspections. **Rob Hunter, Public Works Director/City Engineer**
3. Consideration of a Resolution to approve the contract with Geneva Rock for \$501,010.00 for the 2026 Micro Seal Project. **Rob Hunter, Public Works Director/City Engineer**
4. Consideration of a Resolution to approve the proposed project budget of \$64,495 for the 980 West 1600 South storm drain project. **Rob Hunter, Public Works Director/City Engineer**
5. Consideration of a Resolution to approve the design contract with Hansen, Allen & Luce for \$602,883 for the Maple Mountain Pressurized Irrigation Line. **Rob Hunter, Public Works Director/City Engineer**
6. Consideration of a Resolution to award the design contract for Evans Park to Sunrise Engineering. **Logan Miner, Parks and Recreation Director**
7. Consideration of a Resolution approving a Cooperative Agreement between the Utah Division of Forestry, Fire, State Lands and Mapleton City. **Cory Branch, City Administrator**
8. Consideration of a Resolution adopting Rules of Order and Procedure for the City Council. **Sean Conroy, Assistant City Administrator/Community Development Director**
9. Notice of intent to amend the Fiscal Year 2026 Budget on March 18, 2026. **Bryce Oyler, Finance Director**

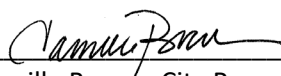
**PUBLIC HEARING ITEM:**

10. Consideration of an Ordinance amending various sections of Mapleton City Code (MCC) Titles 1 Administrative and Title 2 Officers and Personnel. **Sean Conroy, Assistant City Administrator/Community Development Director**

**MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS**  
**ADJOURNMENT FROM REGULAR SESSION**

**CLOSED MEETING:**

Mapleton City Council may adjourn the regular meeting and convene into a closed session pursuant to §52-4-205, as provided by Utah Code.

  
\_\_\_\_\_  
Camille Brown, City Recorder

The public is invited to participate in all Mapleton city council meetings. This meeting will also be streamed via You Tube at Mapleton City Meetings. There will be no public comment via You Tube viewing. The link for the meeting is: <https://www.youtube.com/channel/UCx8-QGmCOXWQOsZq8pGYrsAgendag>

**THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24 HOURS NOTICE**

A copy of the agenda was posted at the City Offices February 26 2026, at 12:00 pm also delivered to the Mayor, City Council members. In compliance with the Americans with Disabilities Act, the city will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at 801-806-9106 at least three working days prior to the meeting.



# City Council Staff Report

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**Date:**

March 4, 2026

**Applicant:**

Mapleton City Public Works

**Location:**

Southern 1/3 of the City

**Prepared By:**

Seth Barrus, Assistant City Engineer

**Public Hearing:**

No

**Attachments:**

2026 Estimate from RH Borden

**REQUEST**

Approve the \$43,985 quote for RH Borden to perform this year's sewer acoustic assessment, manhole inspection, and manhole invert measuredowns.

**BACKGROUND & DESCRIPTION**

Mapleton City Public Works has utilized RH Borden for several years to conduct sewer line acoustic assessments in different sections of the city. Their use of the SL-RAT technology assesses sewer lines and manholes to identify potential sewer backups and deteriorated, damaged, or defective pipes. Several cities around Utah RH Border for acoustic assessments, and Public Works performed test areas to test their process before deciding to use RH Borden for yearly acoustic assessments.

Public Works has split the city into a 3-year cycle for acoustic assessments. The process is used to identify locations that should be further investigated with video of the sewer, to determine repair or replacement needs. This cuts the cost of videoing sewer by pinpointing potential problem locations, instead of the otherwise costly exercise of videoing the entire system. Public Works also has a plan in place to have a separate entity perform CCTV and Cleaning of sewer pipes and manholes on a smaller rotation and on sites that this assessment identifies as needing maintenance.

**EVALUATION**

RH Borden is the licensed contractor for SL-RAT for our region, and utilized by many cities in our area. Our experience with their work in previous years has shown this process to be cost efficient. In this 3-year cycle, Public Works is having RH Borden doing measure downs (depth from manhole lid to manhole invert), while they are inspecting the manholes – an efficient way to gather this valuable information. Public Works recommends approving RH Borden's proposed cost.

**RECOMMENDATION**

Approve the \$43,985 estimate for RH Borden to perform this year's sewer acoustic assessment, manhole inspection, and manhole invert measuredowns.

# RESOLUTION NO. 2026-

## A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE RH BORDEN FOR THE 2026 SEWER ACOUSTIC ASSESSMENT PROJECT

**WHEREAS**, Mapleton City prioritizes maintaining a well-maintained sewer collections system; and

**WHEREAS**, funding was included in the FY26 budget for sewer system maintenance; and

**WHEREAS**, sewer acoustic assessments and manhole inspections are a cost-effective method for assessing the condition of the sewer system; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, that: the City approves the \$43,985 for RH Borden for the 2026 Sewer Acoustic Assessment.

This resolution adopted this 4<sup>th</sup> day of March 2026, by the City Council of Mapleton City, Utah.

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Therin Garrett  
Mayor

ATTEST:

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Camille Brown  
City Recorder

RH Borden and Company LLC  
 2961 W Maple Loop Dr  
 Ste 300  
 Lehi, UT 84048-5686 USA



# Quotation

**ADDRESS**

Rob Hunter  
 UT, Mapleton City Public  
 Works  
 1405 West 1600 North  
 Mapleton, UT 84664 USA

**QUOTATION #** 2865

**DATE** 02/18/2026

**EXPIRATION DATE** 03/20/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Acoustic Assessment Service</b>	"South 1/3 of Mapleton City" Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT) per ASTM F3220. Service includes: 1) Full assessment of designated pipes into the following categories: GOOD / FAIR / POOR / BLOCKED / or CONNECTED TO BURIED MANHOLE 2) Delivery of assessment data in RH Borden Online ArcGIS Dashboard with additional ability to download data in .csv and .shp formats.  Final cost based on actual footage assessed.	143,750	0.22	31,625.00
	<b>Level 1 Manhole Inspection</b>	Level 1 Manhole Inspection Manholes will be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set. Manhole assessments will include either of the following: 1) A 3-point risk scale (Low, Medium, High) across 5 sections of the manhole (Lid, Collar, Main Body, Trough, Overall Condition). 2) Notation showing that the manhole is missing or buried. Data will be captured and included in RH Borden Online ArcGIS Dashboard with filtering and reporting capability. Final cost based on actual number of	748	12.00	8,976.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Manhole Inverts</b>	manholes assessed. Measurement in decimal feet to 0.1 accuracy of manhole invert from top of rim to bottom of trough.	378	3.00	1,134.00
		*This is an optional add-on service that can be included only with Level 1 Manhole Inspections.			
	<b>Crew Mobilization for RH Borden and Company</b>	Final cost based on actual number of manholes assessed. Crew Mobilization Weeks (Price indicates estimated mob. weeks required for field work. Customer will only be charged for actual mob. time. If mob. expenses exceed 15% of estimated mob. costs, approval will be required by the customer before proceeding)	1.50	1,500.00	2,250.00

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SUBTOTAL	43,985.00
TAX	0.00
<b>TOTAL</b>	<b>\$43,985.00</b>

Accepted By

Accepted Date



# City Council Staff Report

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**Date:**

March 4, 2026

**Applicant:**

Mapleton City Public Works

**Location:**

Citywide

**Prepared By:**

Rob Hunter, City Engineer/  
Public Works Director

**Public Hearing:**

No

**Attachments:**

Bid Tabulation  
Project Map

**REQUEST**

Approve the contract with Geneva Rock for the bid amount of \$501,010.00 for the 2026 Micro Seal project.

**BACKGROUND & DESCRIPTION**

In July 2016 the City Council adopted a Road Utility Fund to be assessed for road maintenance projects. In addition to this fund, the City receives Class C road funds from the State for roadway improvements for City streets. It is the responsibility of the Public Works Director to allocate these funds to ensure the city street network is maintained and preserved in order to avoid the premature need of costly roadway reconstruction.

In January 2025, City Council indicated support for Mapleton Public Works joining Spanish Fork and Springville in joint-bid pavement maintenance projects. Larger quantities typically results in lower unit costs, meaning each City's costs should be lower than bidding it out individually. This joint bid was open to all qualified contractors. See the attached map for Mapleton streets included in this year's micro seal project.

**EVALUATION**

Three qualified firms submitted bids, and Geneva Rock was the low bid (see attached bid tabulation). The total cost for micro sealing Mapleton's streets is \$501,010.00. Public Works has Streets/Roads funds available in this year's roadway maintenance budget for this project, and the bid was consistent with our estimate. Therefore we recommend approval.

**RECOMMENDATION**

Approve the contract with Geneva Rock for the bid amount of \$501,010.00 for the 2026 Micro Seal project.

# RESOLUTION NO. 2026-

## A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE THE CONTRACT WITH GENEVA ROCK FOR \$501,010.00 FOR THE 2026 MICRO SEAL PROJECT

**WHEREAS**, the City Council values and prioritizes well-maintained City street; and

**WHEREAS**, the City has a Road Utility Fund created specifically for the maintenance and preservation of City streets; and

**WHEREAS**, the Class C Road funds are also available to fund road maintenance projects; and

**WHEREAS**, Mapleton City participated in an open bid to qualified contractors for the joint micro seal project, and Geneva Rock was the low bidder; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, that: the City approves the contract with Geneva Rock for the bid amount of \$501,010.00 for the 2026 Micro Seal project.

This resolution adopted this 4<sup>th</sup> day of March, 2026, by the City Council of Mapleton City, Utah.

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Therin Garrett  
Mayor

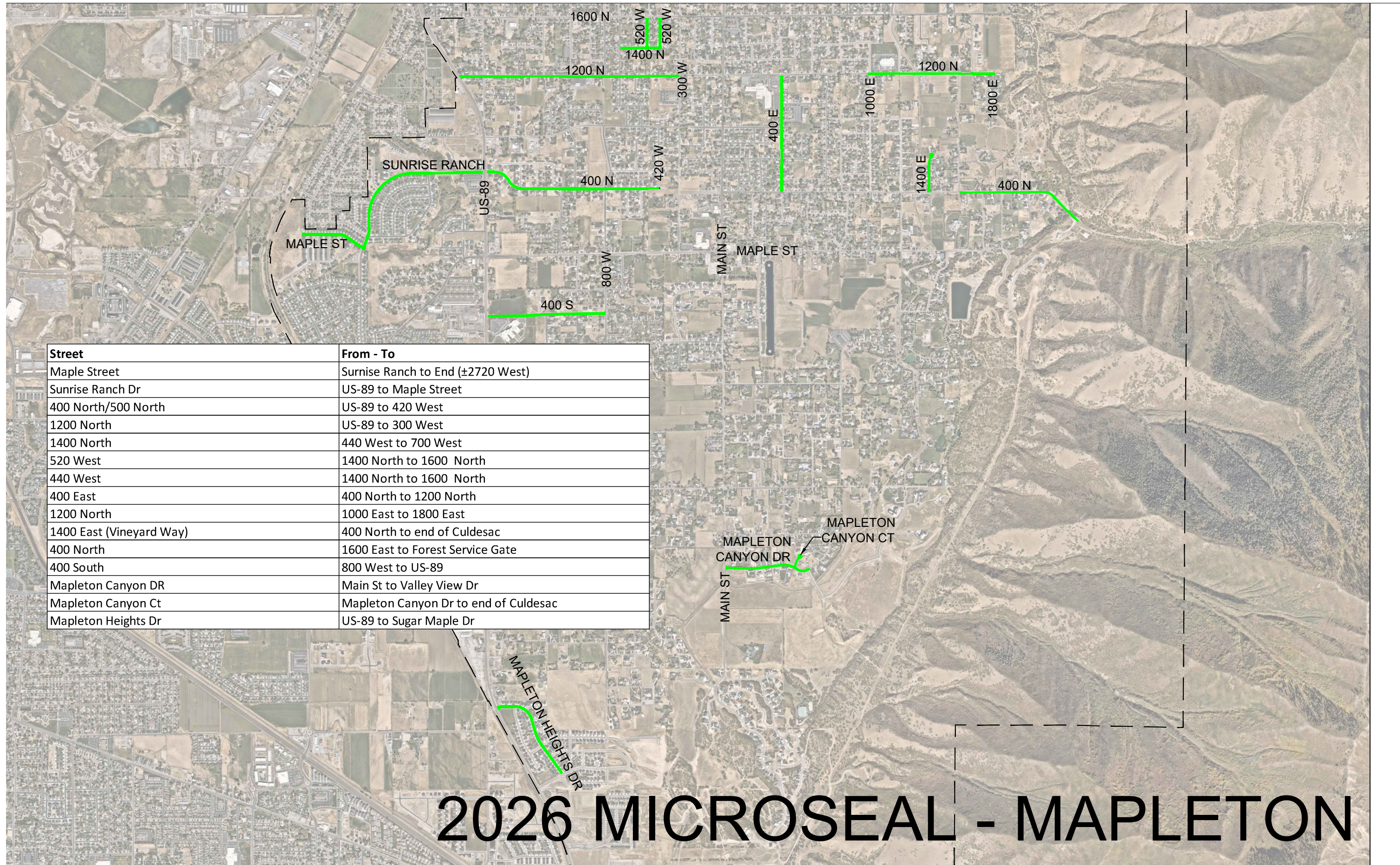
ATTEST:

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Camille Brown  
City Recorder

**SPANISH FORK CITY**  
**2026 Combined Cities Micro Seal Type III**  
**2/19/26**  
**Bid Tabulation**

Note: Bids shall include sales tax and all other applicable taxes and fees.										Awarded Contractor Bid				
				Average Cost	Engineers Estimate	Geneva	Intermountain Slurry		American Pavment Preservation		Geneva			
NO.	DESCRIPTION	GL #	QTY	UNIT		Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	
1	Mobilization (Spanish Fork)		1	LS	\$20,868	\$0.00	\$36,940.00	\$36,940.00	\$100,000.00	\$100,000.00	\$30,000.00	\$30,000.00	\$36,940.00	\$36,940.00
2	Traffic Control (Spanish Fork)		1	LS	\$20,338	\$0.00	\$28,700.00	\$28,700.00	\$75,000.00	\$75,000.00	\$59,000.00	\$59,000.00	\$28,700.00	\$28,700.00
3	SWPPP (Spanish Fork)		1	LS	\$636	\$0.00	\$590.00	\$590.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$590.00	\$590.00
4	Micro Seal Type III (Spanish Fork)		1,728,858	SF	\$229,074	\$0.00	\$0.30	\$518,657.40	\$0.40	\$691,543.20	\$0.36	\$622,388.88	\$0.30	\$518,657.40
	Total						<b>\$584,887.40</b>		<b>\$867,543.20</b>		<b>\$714,888.88</b>			
5	Mobilization(Springville)		1	LS	\$14,063	\$0.00	\$70,000.00	\$70,000.00	\$12,500.00	\$12,500.00	\$30,000.00	\$30,000.00	\$70,000.00	\$70,000.00
6	Traffic Control (Springville)		1	LS	\$32,688	\$0.00	\$68,500.00	\$68,500.00	\$52,000.00	\$52,000.00	\$141,000.00	\$141,000.00	\$68,500.00	\$68,500.00
7	SWPPP (Springville)		1	LS	\$678	\$0.00	\$1,400.00	\$1,400.00	\$525.00	\$525.00	\$3,500.00	\$3,500.00	\$1,400.00	\$1,400.00
8	Micro Seal Type III (Springville)		4,112,000	SF	\$498,580	\$0.00	\$0.30	\$1,233,600.00	\$0.31	\$1,274,720.00	\$0.36	\$1,480,320.00	\$0.30	\$1,233,600.00
	Total						<b>\$1,373,500.00</b>		<b>\$1,339,745.00</b>		<b>\$1,654,820.00</b>			
9	Mobilization ((Springville)(option B))		1	LS	\$14,563	\$0.00	\$70,000.00	\$70,000.00	\$31,500.00	\$31,500.00	\$15,000.00	\$15,000.00	\$70,000.00	\$70,000.00
10	Traffic Control ((Springville)(option B))		1	LS	\$33,188	\$0.00	\$68,500.00	\$68,500.00	\$50,000.00	\$50,000.00	\$147,000.00	\$147,000.00	\$68,500.00	\$68,500.00
11	SWPPP ((Springville)(option B))		1	LS	\$706	\$0.00	\$1,400.00	\$1,400.00	\$750.00	\$750.00	\$3,500.00	\$3,500.00	\$1,400.00	\$1,400.00
12	Micro Seal Type III ((Springville)(option B))		3,611,390	SF	\$433,367	\$0.00	\$0.30	\$1,083,417.00	\$0.30	\$1,083,417.00	\$0.36	\$1,300,100.40	\$0.30	\$1,083,417.00
13	Furnish and Place Chip Seal ((Springville)(option B))		500,610	SF	\$71,963	\$0.00	\$0.32	\$160,195.20	\$0.35	\$175,213.50	\$0.48	\$240,292.80	\$0.32	\$160,195.20
	Total						<b>\$1,383,512.20</b>		<b>\$1,340,880.50</b>		<b>\$1,705,893.20</b>			
14	Mobilization (Mapleton)		1	LS	\$19,438	\$0.00	\$25,500.00	\$25,500.00	\$100,000.00	\$100,000.00	\$30,000.00	\$30,000.00	\$25,500.00	\$25,500.00
15	Traffic Control (Mapleton)		1	LS	\$18,375	\$0.00	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$47,000.00	\$47,000.00	\$25,000.00	\$25,000.00
16	SWPPP (Mapleton)		1	LS	\$689	\$0.00	\$510.00	\$510.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$510.00	\$510.00
17	Micro Seal Type III (Mapleton)		1,500,000	SF	\$198,750	\$0.00	\$0.30	\$450,000.00	\$0.40	\$600,000.00	\$0.36	\$540,000.00	\$0.30	\$450,000.00
18				--	\$237,251	\$0.00		<b>\$501,010.00</b>		<b>\$776,500.00</b>		<b>\$620,500.00</b>		\$501,010.00
148	Construction Total			--	\$1,607,960	\$0.00		\$3,842,909.60		\$4,324,668.70		\$4,696,102.08		\$4,343,919.60
149	Contingency		10.00%	%	\$7,311	\$0.00		\$58,489.00		\$0.00		\$0.00		\$58,489.00
150	Completion Incentive		1	LS	\$0	#DIV/0!		\$0.00		\$0.00		\$0.00		\$0.00
<b>GRAND TOTAL</b>							<b>\$3,460,482.47</b>	<b>#DIV/0!</b>	<b>\$3,901,398.60</b>	<b>\$4,324,668.70</b>	<b>\$4,696,102.08</b>		<b>\$4,402,408.60</b>	



Street	From - To
Maple Street	Surnise Ranch to End (±2720 West)
Sunrise Ranch Dr	US-89 to Maple Street
400 North/500 North	US-89 to 420 West
1200 North	US-89 to 300 West
1400 North	440 West to 700 West
520 West	1400 North to 1600 North
440 West	1400 North to 1600 North
400 East	400 North to 1200 North
1200 North	1000 East to 1800 East
1400 East (Vineyard Way)	400 North to end of Culdesac
400 North	1600 East to Forest Service Gate
400 South	800 West to US-89
Mapleton Canyon DR	Main St to Valley View Dr
Mapleton Canyon Ct	Mapleton Canyon Dr to end of Culdesac
Mapleton Heights Dr	US-89 to Sugar Maple Dr

# 2026 MICROSEAL - MAPLETON



# City Council Staff Report

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**Date:**

March 4, 2026

**Applicant:**

Mapleton City Public Works

**Location:**

980 West 1600 South

**Prepared By:**

Rob Hunter, City Engineer/  
PW Director

**Public Hearing:**

No

**Attachments:**

Proposed project budget

**REQUEST**

Approve the proposed Public Works project budget of \$64,495 to purchase materials and rent equipment to install the Master Planned storm drain at 980 West 1600 South.

**BACKGROUND & DESCRIPTION**

In Spring 2023, a heavy rainfall on top of existing snow created significant runoff and road flooding conditions throughout Mapleton. Public Works crews used pumps in multiple locations to prevent flooding of adjacent homes, including areas near west 1600 South. Emergency clearing and digging in an unpiped section of the City’s storm drain system 980 West 1600 South (John Jackson property) was necessary to prevent flooding.

Public Works was aware of the importance of piping this remaining section, and had already been working with a consultant to develop construction plans for piping the ditch. However, there were multiple known important drainage needs and associated costs. Therefore, Mapleton also began development of a Storm Water Master Plan and Capital Facilities Plan. This was used to determine storm water funding needs, which resulted in a new storm water impact fee for development and an increase the storm water user fee.

**EVALUATION**

Piping the ditch at 980 West 1600 South is shown as a Priority 1 project in the Storm Water Master Plan. The plan estimated a total design and construction cost of \$361,000. As noted above, the design was completed previously. Public Works operations staff has the capacity and skill to install this project, at a significant savings compared to the cost estimate shown in the Master Plan. The attached proposed budget includes known materials costs and contingency for misc. items. Funds have been included in this fiscal year’s approved Storm Water Master Plan projects budget for this piping project.

**RECOMMENDATION**

Approve the proposed Public Works project budget of \$64,495 to purchase materials and rent equipment to install the Master Planned storm drain at 980 West 1600 South.

# RESOLUTION NO. 2026-

## A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE THE PROPOSED 980 WEST 1600 SOUTH STORM DRAIN PROJECT BUDGET OF \$64,495.

**WHEREAS**, Mapleton City prioritizes providing adequate flood protection on its streets;  
and

**WHEREAS**, budget has been allocated this final year to complete Storm Drain Master  
Plan Projects; and

**WHEREAS**, piping the ditch at 980 West 1600 South is shown as a Priority 1 project on  
in the Storm Drain Master Plan; and

**WHEREAS**, Public Works staff is available to construct the project in-house at a  
significant cost savings compared to the estimate in the Master Plan; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, that:  
the proposed project budget of \$64,495 for the 980 West 1600 South Storm Drain Project is  
approved.

This resolution adopted this 4<sup>th</sup> day of March 2026, by the City Council of Mapleton  
City, Utah.

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Therin Garrett  
Mayor

ATTEST:

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Camille Brown  
City Recorder

**980 WEST 1600 SOUTH STORM DRAIN PROJECT**

<b>Item</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total</b>
4'x4' Junction boxes	4	ea	\$1,035	\$4,140
Risers @ junction boxes	4	ea	\$375	\$1,500
Grates	4	ea	\$875	\$3,500
24" HDPE Pipe	600	lf	\$58.66	\$35,193
Fusion Machine Rental	1	wk	\$2,750	\$2,750
Bedding/backfill	300	CY	\$30	\$9,000
Contingency for misc.			15%	\$8,412
			<b>TOTAL</b>	<b>\$64,495</b>



# City Council Staff Report

**Date:**

March 4, 2026

**Applicant:**

Mapleton City Public Works

**Location:**

Fire Break Road – Maple St to Crowd Canyon

**Prepared By:**

Rob Hunter, City Engineer/  
Public Works Director

**Public Hearing:**

No

**Attachments:**

Proposed task order

**REQUEST**

Approve the task order for Hansen, Allen & Luce to design Maple Mountain Pressurized Irrigation Line (southern upper zone PI backbone) for \$602,883.

**BACKGROUND & DESCRIPTION**

South Mapleton has experienced significant development in the last few years, which has spanned both the lower (Zone 1) and upper (Zones 2 & 3) pressure zones of the culinary and pressurized irrigation systems. In 2024, Mapleton constructed a significant Zone 1 pressurized irrigation expansion project along US-89 to connect to the new developments in south Mapleton. The completion of that expansion project and connection completed by developments has resulted in a majority of residents in pressure Zone 1 now having access to pressurized irrigation.

The primary focus for overall access is now to complete the upper pressure zone backbone and connect to “dry pipe” previously constructed by development in the upper pressure zone. In 2025, CUWCD completed a high pressure irrigation turnout at their facility near the Harmony Ridge development entrance. Edge development has also been constructing the beginning phases of the upper zone backbone through the Harmony Ridge development, from the CUCWD turnout to their north boundary. The high pressure turnout cannot be utilized until further expansion is completed to connect the high pressure system up to PI mains that can connect to the City’s irrigation pond.

Public Works requested Hansen, Allen & Luce to prepare the scope and fee to design the remainder of the southern upper zone PI backbone, from the north end of Harmony Ridge to the City’s PI pond off Maple Street. Hansen, Allen & Luce is our qualifications-based culinary and pressurized irrigation consultant for both master planning and design. Contracting this PI design project follows City procurement policy.

**EVALUATION**

Public Works anticipates that construction for the design covered in the proposed scope and fee will be completed in 2 phases, due to size and anticipated costs. The scope and fee therefore includes 2 phases for the design documents. Phase 1 completes the PI upper zone backbone from Harmony Ridge north to the Preserve. This would allow the City to supply the upper zone connections in the master planned communities of Harmony Ridge, Hidden Hollow/Twin Hollow, the Preserve, Mapleton Village, and Mapleton Heights. Public Works anticipates construction of Phase 1 no later than 2028 so it can be available for the 2029 irrigation season. Phase 2 will depend on estimated costs and funding availability.

The attached scope and fee includes detail for all proposed. In summary, it includes:

- The upper zone PI backbone main line along the bench from the Harmony Ridge development to the City's PI pond (Master Plan Project PI-FT-02).
- Connection from the backbone to existing "dry" pipe in the Preserve subdivision (Master Plan Project PI-FT-06).
- Upper zone pumps at the pond (Master Plan Project PI-FS-01).
- Pressure sustaining valve and bypass at the pond (Master Plan Project PI-FT-02)
- Connections and pressure reducing valves into Hidden Hollow/Twin Hollow
- Environmental and geotechnical investigations
- Permitting and easement from the US Forest Service and Utah Division of Forestry, Fire, and State Lands (FFSL)
- Bidding Services

Funds have been included in this fiscal year's approved Pressurized Irrigation Master Plan Projects budget for this fee to design the master planned upper zone backbone.

**RECOMMENDATION**

Approve the task order for Hansen, Allen & Luce to design Maple Mountain Pressurized Irrigation Line (southern upper zone PI backbone) for \$602,883.

## **RESOLUTION NO. 2026-**

### **A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO APPROVE THE TASK ORDER FOR HANSEN, ALLEN & LUCE TO DESIGN THE MAPLE MOUNTAIN PRESSURIZED IRRIGATION LINE (SOUTHERN UPPER ZONE PI BACKBONE) FOR \$602,833.**

**WHEREAS**, the 2024 Mapleton City Water Systems Master Plan shows the need for an upper zone backbone mainline along the bench to service pressure zones 2 & 3 in south Mapleton; and

**WHEREAS**, construction for the majority of Zone 1 has been completed and Zone 2 & 3 buildout has become a focus for overall access; and

**WHEREAS**, Hansen, Allen & Luce is Mapleton's qualifications-based culinary and pressurized irrigation consultant for both master planning and design; and

**WHEREAS**, funds were included in this year's Pressurized Irrigation Master Plan Projects budget for design of the southern upper zone PI backbone;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, that: the City approves the task order for Hansen, Allen & Luce, Inc. to design the Maple Mountain Pressurized Irrigation Line (southern upper zone PI backbone) for \$602,833.

This resolution adopted this 4<sup>th</sup> day of March, 2026, by the City Council of Mapleton City, Utah.

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Therin Garrett  
Mayor

ATTEST:

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Camille Brown  
City Recorder

February 2, 2026

Mr. Rob Hunter, PE  
Mapleton City  
1405 West 1600 North  
Mapleton, UT 84664

RE: Proposal for Engineering Services Maple Mountain Pressurized Irrigation Waterline

Dear Mr. Hunter:

Hansen, Allen & Luce, Inc. (HAL) is pleased to provide this proposal to assist the city of Mapleton with the design of the Maple Mountain Pressurized Irrigation Waterline located in Mapleton, Utah.

### **PROJECT UNDERSTANDING**

As part of the expansion of development in Mapleton, Utah, increased pressurized irrigation (PI) water supply is necessary. A connection to CUWCDs 96-inch Spanish Fork Canyon Pipeline (ULS Pipeline) has been constructed, providing a turnout with a fixed supply flow located near the intersection of Highway 89 and Harmony Ridge Parkway. To supply this water to planned developments in the area, HAL completed a 2024 Water Master Plan (WMP), which included recommendations for a new 20-inch PI waterline from Harmony Ridge to the existing PI pond. The recommended waterline will convey water from this turnout to the PI pond and serve additional development along the way. As part of the master planned community, Harmony Ridge Development, a portion of this waterline (PI-FT-02 in the WMP) has already been constructed.

This project consists of designing the following components:

1. The remaining portion of the 20-inch waterline with a pressure sustaining valve (PSV) to the PI pond (PI-FT-02),
2. A 20-inch waterline with a pressure reducing valve (PRV) from the bench pipeline to supply the Preserve in Zone 2 (PI-FT-06),
3. A PRV from the Preserve to Zone 1 (if required, modeling to confirm),
4. An 8-inch waterline with a PRV to supply Hidden Hollow Cove,
5. Two PI pumps (one duty and one standby) in the existing pump station and a water meter added to the existing meter vault to serve Zone 3 (PI-FS-01), and
6. A connection from the Crowd Canyon Tank (if feasible, modeling to confirm) to provide a backup supply to the PI system (PI-FS-03).

The project is expected to include a total of approximately 19,000 LF of 20-inch PI waterline, 2,000 LF of 8-inch PI waterline, three PRVs, one PSV, and a pump house with two pumps with a rated capacity of 5,000 gpm or less. It is anticipated that this project will be designed to go out to bid in two phased construction packages to spread the cost across two fiscal years. Phase 1 is expected to consist of the southern portion of the waterline up to the tee to supply The Preserve, including the supply line to The Preserve and Hidden Hollow Cove. Phase 2 is expected to consist of the northern portion of the pipeline from the tee supplying The Preserve to the PI pond, including the modification to the existing pump station. Both phases of work are expected to be completed in 2029, and construction will occur in two phases. The work will include modeling to confirm the project approach, topographic drone survey, a geotechnical investigation, existing utility locating, preparation of construction drawings and specifications, permitting, and contractor bidding services. Figure 1 below shows the system upgrades identified in the WMP, with the pipelines to be constructed as part of this project shown in red. Additional information is included in the WMP.

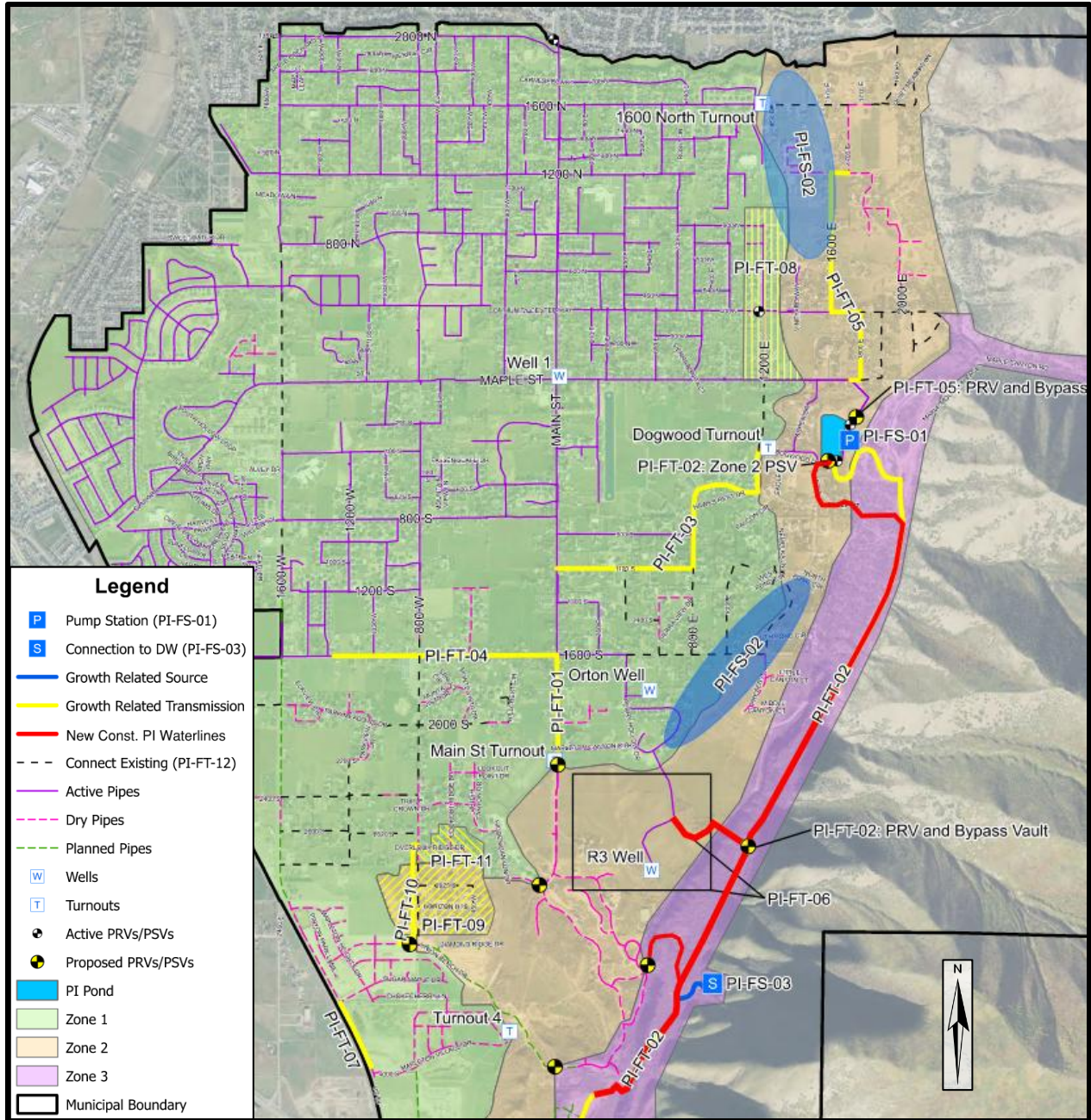


Figure 1: Map of Maple Mountain PI Waterline (from WMP)

**SCOPE OF WORK**

**Task 1: Meetings and Project Management**

**Objective:** To coordinate project needs, plans and progress with all involved participants (Mapleton City, Edge Development, etc.) and manage the project to meet the City’s needs.

**Activities:**

- Project Administration, Coordination and Communications
- Participate in design review/coordination meetings and periodic progress meetings. This scope and fee includes 10 meetings. It is assumed that up to 3

meetings will be in-person, and the rest of the meetings will be virtual. Coordination meetings include a kickoff meeting, coordination with Mapleton City personnel on hydraulic design and pump selection and design review/coordination meetings at key milestones.

- Coordination with Utah Division of Drinking Water (DDW)
- Coordination with US Forest Service
- Coordination with the Utah Division of Forestry, Fire, and State Lands (FFSL)

## **Task 2: Preliminary Engineering and Siting**

**Objective:** Collect required data for the project and develop base map drawings to be used for design. Data collection to include utility location data, and topographic survey. Develop pump station layout changes, PI pipeline alignments with PRVs and PSV, and evaluate the feasibility of using the Crowd Canyon Tank for backup PI supply.

### **Activities:**

- Utility search and base utility map development
- Topographic and utility survey
- Develop preliminary alignments for PI pipelines as shown in Figure 1, including PRVs and PSVs
- Prepare preliminary pump station site plan
- Prepare preliminary pump station layout
- Hydraulic Modeling and Calculations:
  - Hydraulic analysis and modeling of the PI water system to accurately determine the pumping requirements, confirm the number and location of PRVs required in the system, the feasibility of using the Crowd Canyon Tank for PI backup supply, and if any other changes are required to manage the fixed flow from the CUWCD turnout.
  - Prepare hydraulic design calculations for preliminary sizing of the new pumps.
  - Preliminary Surge Analysis
  - Develop a technical memorandum summarizing results of the hydraulic analysis and calculations.
  - Coordinate with Mapleton City personnel on hydraulic design, pump selection, site layout, and participate in one virtual meeting.

### **Output:**

- Preliminary pump station layout and site plan
- Preliminary PI pipeline alignments with PRV and PSV locations
- AutoCAD base map
- Technical Memorandum summarizing results of hydraulic analysis and calculations

## **Task 3: Final Design**

**Objective:** Develop 30%, 60%, 90%, and final design and construction documents for the Maple Mountain PI pump station, PI pipeline, and associated PRVs and PSVs. The 30% design will include geotechnical investigations. This task will include the development of legal descriptions and easement documents for the PI pipeline. It is assumed that HAL will lead coordination with US Forest Service and the Utah Division of Forestry, Fire, and State Lands (FFSL) Department of Natural Resources, but Mapleton staff will coordinate with local landowners directly.

The design will include coordination with Mapleton for the controls instrumentation, data acquisition, telemetry/radio, and other controls requirements for the pump station monitoring and operation.

**Activities:**

- Prepare 30% design drawings of the pump station modifications, meter vault modifications, PI pipelines, PRVs and PSVs. (The estimated fee assumes three (3) PRVs and one (1) PSV.)
- Geotechnical investigation. Scope and fee includes 20 borings and associated sampling and testing. Three of these samples will be tested for corrosivity for the corrosion study.
- Corrosion study and mitigation design. Scope and fee includes a soil corrosivity assessment for the bench waterline route based on samples analyzed for corrosivity by the geotechnical investigation. If required, corrosion mitigation design will include pipeline coating system, test station locations, pipeline electrical continuity, cathodic protection stations, AC mitigation, and cathodic protection system design.
- Prepare 60% design drawings (pump station modifications, meter vault modifications, PI pipelines, PRVs and PSVs).
- Prepare 90% design drawings and specifications, including electrical, instrumentation, controls, and structural (pump station, PI pipelines, PRVs and PSVs).
- Environmental evaluation for impacts on federal land. Fee includes the completion of a desktop environmental study and providing recommendations that may be completed under a categorical exclusion (CATEX). This scope and fee does not include site visits. Prepare Final construction drawings and specifications, including bidding and contract documents (pump station modifications, meter vault modifications, PI pipelines, PRVs and PSVs).
- Coordinate with Mapleton City personnel and participate in three in-person milestone meetings (Cost included in Task 1).
- Develop up to 6 legal description and easement documents for the PI pipeline for Mapleton
- Coordinate with US Forest Service to obtain necessary project approvals (Cost included in Task 1)
- Coordinate with FFSL to obtain necessary project approvals (Cost included in Task 1)

**Output:**

- 30% Design Drawings
- Geotechnical Investigations Report
- Corrosion Evaluation Report
- 60% Design Drawings
- 90% Design Drawings and Specifications, including contract documents
- Final Construction Drawings & Specifications
- Legal descriptions and easement document development for the PI pipeline
- Permitting approval from US Forest Service and FFSL Department of Natural Resources

**Task 4: Bidding Services**

**Objective:** Assist Mapleton City during bidding of the project to obtain and evaluate bids for construction of each construction phase of the work.

**Activities:**

- Phase 1 Prepare Invitation to Bid
- Phase 1 Distribute Bidding Documents to bidders
- Phase 1 Conduct Pre-Bid Meeting and generate meeting notes
- Phase 1 Review and respond to Contractor's Questions
- Phase 1 Issue addendums as required (2 addendums assumed)
- Phase 1 Prepare and review bid tabulation
- Phase 1 Prepare Award and Contract Documents, including Notice to Proceed, collection of required documentation from Contractor, and assembly of Conformed Documents
- Phase 2 Prepare Invitation to Bid
- Phase 2 Distribute Bidding Documents to bidders
- Phase 2 Conduct Pre-Bid Meeting and generate meeting notes
- Phase 2 Review and respond to Contractor's Questions
- Phase 2 Issue addendums as required (2 addendums assumed)
- Phase 2 Prepare and review bid tabulation
- Phase 2 Prepare Award and Contract Documents, including Notice to Proceed, collection of required documentation from Contractor, and assembly of Conformed Documents

**Output:**

- Phase 1 Invitation to Bid
- Phase 1 Addenda
- Phase 1 Bid Tabulation Summary
- Phase 1 Conformed Documents
- Phase 2 Invitation to Bid
- Phase 2 Addenda
- Phase 2 Bid Tabulation Summary
- Phase 2 Conformed Documents

**ASSUMPTIONS**

Our Scope of Work and Engineering Fee have been developed and estimated assuming that the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made. If circumstances arise which cause these assumptions not to be valid, a change in the Scope of Work and engineering fee will be necessary:

1. Mapleton will respond promptly to requests for data and meetings.
2. Design will be in accordance with current City standards.
3. Subsurface utility locating, if needed, will be conducted by others.
4. It is assumed that Mapleton City will coordinate with property owners to acquire easements. Property appraisals, negotiations with landowners, etc., are not included in the scope and fee.
5. Coordination with US Forest Service is expected to consist of up to 3 virtual meetings. Additional meetings, site visits, or excessive markups of drawings are not included in this scope and fee.
6. Assuming no coordination with Bureau of Reclamation will be required.
7. It is assumed that all PRV and PSV vaults will be precast concrete structures.

8. Assuming no seismic evaluation or design included. An evaluation of the surface fault rupture and liquefaction hazard is not included in the scope and fee.
9. Assuming the project will require a simple and straightforward categorical exemption for the NEPA process. No Finding of No Significant Impact, Environmental Impact Statement or site visits are included. It is assumed in the environmental analysis that wetlands, streams, or habitats for Federally listed threatened and endangered species will not be impacted by the project. No archeological, cultural, or paleontological resource clearances are included.
10. Instrumentation and Controls design work will be contracted directly with the City and is not included in this scope and fee.
11. Assuming no subsurface utility engineering (SUE) Level A (potholing) included during design of the project. Utility locates during design will be SUE Level D and Level C.
12. It is assumed that all necessary data, models, etc. for the evaluation will be provided by Mapleton City.
13. There is adequate space in the existing pump station to install and connect the new PI pumps servicing Zone 3. No modifications to the building are included in the scope and fee.
14. Additional space for electrical equipment will not be required. No additional conduits or panels are included in the scope and fee.
15. The existing meter vault provides adequate space for installing the new PI discharge line flow meter.
16. The existing 16-inch PI discharge line to Zone 3 is adequate for this project. No demolition or replacement of the pipes are included in this scope and fee.

**PROPOSED SCHEDULE OF SERVICES**

The following schedule is based on an anticipated notice to proceed date of February 27, 2026.

- It is estimated that Tasks 1 through 3 can be completed by January 21, 2027. Task 4 is estimated to be completed withing 30 to 45 days after completion of Tasks 1 through 3.

**COST PROPOSAL**

Our estimated cost for performing the pressurized irrigation waterline and pump station equipping design is **\$602,883**. A cost breakdown by task is shown below.

<b>Task</b>	<b>HAL Fee</b>	<b>Subconsultant Fee</b>	<b>Total</b>
<b>Meetings and Project Management</b>	\$71,988	\$0	\$71,988
<b>Preliminary Engineering and Siting</b>	\$41,657	\$0	\$41,657
<b>Final Design</b>	\$338,492	\$119,796	\$458,288
<b>Bidding Services</b>	\$29,850	\$1100	\$30,949
<b>TOTAL</b>	<b>\$481,987</b>	<b>\$120,896</b>	<b>\$602,883</b>

This cost is based on our Scope of Work and assumptions as noted above and upon information available to us at this time. HAL shall be reimbursed for services on an hourly billing rate plus reimbursable expenses basis. Annual adjustments to personnel and expense charges will occur in January of each year.

Thank you for the opportunity to work with Mapleton City. Please let us know if you have any questions about this proposal.

Respectfully,

HANSEN, ALLEN & LUCE, INC.



Katie Jacobsen, P.E.  
Associate

Attachment: 2026 HAL Standard Fee Schedule

## STANDARD FEE SCHEDULE 2026

### PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel hourly rates related to the completion of the project, in accordance with the following:

Managing Professional III .....	\$250
Managing Professional II .....	\$240
Managing Professional I .....	\$227
Senior Professional III .....	\$215
Senior Professional II .....	\$206
Senior Professional I .....	\$190
Professional III.....	\$180
Professional II.....	\$168
Professional I.....	\$157
Professional Intern II.....	\$147
Professional Intern I.....	\$139
Environmental Scientist II .....	\$149
Environmental Scientist I .....	\$131
Engineering Student Intern .....	\$90
Water Resource Specialist II .....	\$164
Water Resource Specialist I .....	\$153
Professional Geologist II.....	\$183
Professional Geologist I.....	\$168
Geologist .....	\$154
Senior Designer.....	\$152
Designer .....	\$139
Senior Field Technician .....	\$169
Field Technician .....	\$110
CAD Operator.....	\$121
Administrative Assistant .....	\$84
Professional Land Surveyor.....	\$175
1 Man GPS Surveying Services.....	\$190
Grout Seal Witness.....	\$209
Drone Pilot .....	\$230
Expert Legal Services.....	\$375

### DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs related to the completion of the project. Charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction .....	\$7 per labor hour
Out-of-town per diem allowance (lodging not included) .....	\$80 per day
Vehicle .....	\$0.74 per mile
Outside consulting and services .....	Cost plus 10%
Other direct expenses incurred during the project .....	Cost plus 10%
Trimble GPS Unit .....	\$165 per day
Data Logger/Transducer.....	\$165 per week
Credit Card Payment Fee .....	3.5% of Payment Amount

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and expense charges will occur in January of each year.



# City Council Staff Report

**Date:**

March 4, 2026

**REQUEST**

Award the design contract for Evans Park to Sunrise Engineering

**Prepared By:** Logan Miner,  
Parks and Recreation Director

**BACKGROUND & DESCRIPTION**

In 2023, Meyer Family Properties, L.C., engaged Mapleton City staff regarding the possibility of donating property to Mapleton City for use as a public park. After discussions and coordination with staff, the parties prepared a proposed deed outlining the conditions of the donation.

**Public Hearing:** N/A

Key provisions of the proposed deed include:

**Attachments:**

Resolution  
Design Contract

1. The property shall be used exclusively for a public park for at least fifty (50) years. Permitted uses include recreational activities, green space, and other related uses as deemed appropriate by the City.
2. The City shall have six (6) years from the date of recording to construct and complete the park.
3. The park shall be named after Joseph James Evans.
4. A permanent memorial monument measuring 24" x 20" shall be placed within the park.
5. If the park is not completed within the six (6) year timeframe, ownership of the property shall revert to Meyer Family Properties, L.C.

The six-year completion requirement creates a defined timeline for design, funding, and construction. Moving forward with professional design services is necessary to ensure compliance with this timeframe.

Following City procurement policies, staff initiated a Request for Qualifications (RFQ) for professional design services. An evaluation committee consisting of the Parks and Recreation Director, Finance Director, and Parks Manager reviewed submissions. Civil Solutions did not submit their RFQ on time and therefore received a zero from the scoring committee.

The ranking tabulation is below:

**Evans Park Scoring Summary**

Consultant	Sunrise Engineering	Insite Design Group	Civil Solutions
Proposal Quality & Completeness (10)	10	9	0
Technical Expertise (25)	24	22	0
Experience with Similar Projects (20)	20	20	0
Project Team Qualifications (20)	20	19	0
Methodology & Approach (15)	14	14	0
Schedule & Deliverables (10)	10	10	0
<b>Total (100)</b>	<b>98</b>	<b>93</b>	<b>0</b>

This project was budgeted in the current fiscal year in the amount of \$150,000. Staff is requesting additional funding to cover the full scope and fee. Sufficient funds are available within the CIP fund balance to cover the design contract.

Typical design fees equate to 7-10% of total project cost, this proposal is closer to 4.5%.

Construction costs will be presented to the City Council at a future date once design and updated cost estimates are complete. The park construction will be paid for out of parks impact fees.

**RECOMMENDATION**

Staff recommends awarding the design contract for Evans Park to Sunrise Engineering in the amount of \$175,600.

# RESOLUTION NO. 2026-

## CONSIDERATION OF A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SUNRISE ENGINEERING IN THE AMOUNT OF \$175,600 FOR THE DESIGN OF EVANS PARK

**WHEREAS**, in 2023, Meyer Family Properties, L.C., engaged Mapleton City regarding the donation of property to the City for the development of a public park; and

**WHEREAS**, the six-year completion requirement necessitates timely advancement of design and construction planning; and

**WHEREAS**, sufficient funds are available within the CIP fund balance to cover the design contract; and

**WHEREAS**, Sunrise Engineering received the highest overall score and was determined to be the most qualified firm to provide the required services.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, to approve the professional services agreement with Sunrise Engineering in the amount of \$175,600 for the design of Evans Park.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH, this 4th, Day of March 2026.

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Therin Garrett  
Mayor

ATTEST:

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Camille Brown  
City Recorder

WORK RELEASE NO. 2026-1: COVER SHEET

MAPLETON EVANS PARK

MAPLETON CITY  
125 WEST 400 NORTH  
MAPLETON, UT 84664

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2026-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

ENGINEER

CLIENT

SUNRISE ENGINEERING, LLC:

MAPLETON CITY:

By: 

By: \_\_\_\_\_

Name: Derek S. Anderson

Name: \_\_\_\_\_

Title: Principal Engineer

Title: \_\_\_\_\_

Date: 2/23/2026

Date: \_\_\_\_\_

## WORK RELEASE NO. 2026-1

This Work Release is entered into by and between MAPLETON CITY (CLIENT) and SUNRISE ENGINEERING, LLC (SE).

### RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 8 August, 2013, hereinafter referred to as the "Agreement", CLIENT and SE desire to identify certain work and services to be performed by SE pursuant to the Agreement. CLIENT intends to move forward with certain work, hereinafter referred to as "Project" and for which SE agrees to perform various professional engineering services related to such Project.

### ARTICLES

#### ARTICLE 1. PROJECT DESCRIPTION

CLIENT is seeking to develop the Mapleton Evans Park on approximately 10 acres of open land in the Mapleton Heights neighborhood. The project site is located at the south end of Mapleton City adjacent to HWY 89 (see project location map in Exhibit A). The new community park will focus on a layout which maximizes green space for sports fields while balancing open play space, structured sport use, community gathering areas, and trail connectivity. Park improvements desired by CLIENT include sports fields; paved trails; playground area with appropriate surfacing and shade; pavilion and picnic amenities; restroom building and associated utilities; parking lot design, circulation, and ADA access routes; irrigation systems; site lighting, signage, and general park infrastructure (see park schematic design in Exhibit B).

The scope of work and compensation is based on an estimated construction cost of \$4,000,000 for the proposed park improvements.

#### ARTICLE 2. SCOPE OF WORK

The proposed scope of work is based on the following improvements shown in Exhibit B.

- Asphalt Parking Lot
- 6' Wide Concrete Path
- Restroom & Storage Building (~800 SF)
- Picnic Pavilion (~400 SF)
- Storage Shed (~1,000 SF)
- Two (2) Full Size Soccer Fields
- Two (2) U6 Soccer Fields
- Two (2) Playgrounds
- Sports Lighting (full size soccer fields)

- Other Lighting and Power needs (parking lot, pavilion, restroom, storage shed, paved trails)
- Landscaping (grass, trees, shrubs, etc.) across the entire open space (park area)

SE shall complete the following:

#### Phase 0001 – Project Management Services

1. Project Management & Meetings
  - a. Develop and submit an engineering services schedule.
  - b. Coordinate services and prepare for and participate in meetings within SE's team, including subconsultants.
  - c. Prepare and submit regular engineering services progress reports to CLIENT.
  - d. Conduct ongoing management tasks, including maintaining communications, records and files pertaining to SE's services.
  - e. With respect to SE's services and other directly relevant parts of the project, prepare for and participate in seven (7) virtual monthly progress meetings with CLIENT; and
  - f. Prepare agendas prior to and minutes following meetings conducted by SE.
2. Review Existing Data & Kickoff Meeting
  - a. Gather, review, and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
  - b. Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information, or amend this contract so SE may obtain the necessary information.
  - c. Visit the site as needed to perform preliminary services.
  - d. Review above ground and underground utilities data furnished by CLIENT, obtained from others, and collected from observations at the site. Advise CLIENT on the need to further identify, investigate, or map utilities at or adjacent to the site that are necessary for SE's design purposes. Identify potential conflicts between the project and utilities to be identified and advise CLIENT regarding the need for resolution of such conflicts.
  - e. Attend one (1) kickoff meeting with CLIENT to review the project scope and schedule, discuss the proposed site layout and improvements (Exhibit B), and identify potential issues.

#### Phase 0002 – Preliminary Services

1. Topographic Survey
  - a. Perform design survey and mapping of the site including the areas likely to be affected by the project. Includes a UAV surface model for the proposed project area (approximately 10 acres).
  - b. Collect aerial photography of the site.

- c. Collect topographic data sufficient to map existing hardscape and softscape boundaries, surface features, contour features, observed monuments, visible utilities, etc.
  - d. Set, at minimum, three (3) control points for use in subsequent surveys and construction staking.
  - e. Prepare a topographic base map representing the collected points and data to support the design phase.
  - f. Deliver the topographic base map in State Plane coordinates.
2. Geotechnical Investigation
- a. Perform site and laboratory work, geotechnical analysis, and deliver a report which includes pertinent details and recommendations for site improvements design.
  - b. Excavate twelve (12) exploratory test pits in the vicinity of the parking areas, structures (restroom, pavilion, storage shed), playground areas, and trail connections using a backhoe to a depth up to eight (8) feet below grade or until refusal occurs (backhoe will be provided and operated by CLIENT). Additionally, four (4) shallow test pits (generally 5 feet below grade) will be excavated for percolation tests for drainage design (water for testing will be provided by CLIENT). During excavation, in situ visual soil classification will be performed based on observations of the test pit walls and examination of soils excavated from the test pits in accordance with the Unified Soil Classification System.
  - c. Four (4) selected soil samples will be delivered to a chemical laboratory for analysis of sulfate for cement selection and twelve (12) selected soil samples will be delivered to a geotechnical laboratory for analysis of gradation and Atterberg limits.
  - d. Prepare a geotechnical report to summarize the subsurface conditions, provide pavement design for the parking area and other design parameters for foundations.

Phase 0002 Deliverables

- Topographic survey and aerial imagery
- Geotechnical investigation report

Phase 0003 – Conceptual Design Services

1. Concept Design Development
  - a. Based on the schematic design (Exhibit B), information obtained from the preliminary services, and discussion at the kickoff meeting, further develop the concept design of the specific park layout and elements (structures, paved trails, playground, landscaping, paved areas, etc.). Prepare plan view color maps of the proposed concept design.
  - b. Develop a design precedence image board of proposed materials, site structures, playground equipment, planting palette, site furnishings, paved trail concepts, etc. to convey the general design intent.
  - c. Coordinate utility connection locations and verify CLIENT requirements.
  - d. Prepare a concept level opinion of probable construction cost for the project.

- e. Conduct one (1) in-person project design meeting with CLIENT to review the revised concept plan.
- f. Address one (1) round of CLIENT comments based on the review meeting.

Phase 0004 Deliverables

- Concept design layout drawings
- Concept image board
- Concept level opinion of probable construction costs

Phase 0004 – Final Design Services

Coordinate and communicate with CLIENT at reasonable and sufficient levels to understand CLIENT's intent for the work and to otherwise seek incorporation of such intent into the Construction Drawings, Contract Documents, and Project Specifications for the Project. Make sufficient site visits to review the character and extent of the work preparatory to and during the Engineering Design phase.

Final design services shall follow a 60%/90%/Final design process. The 60% design submittal shall include design plans for all project features and an updated opinion of probable construction cost. The 90% design submittal shall include detailed final design plans, specifications, and an updated opinion of probable construction cost. The final design submittal shall include the updated 90% submittal (based on final CLIENT comments) ready for bidding. Two (2) virtual project review meetings shall occur, one each following the 60% review and 90% review.

The following scope of work is based on the park schematic design provided in Exhibit B.

1. Design Plans & Specifications – perform necessary design and detail to prepare construction plans to show the character and scope of the work to be performed by the contractor.
  - a. Civil design shall include the following design and details: overall site plan, overall site grading plan, overall site drainage plan, parking lot plans, hardscape trail plans, utilities improvement plans (sewer, water, storm drain).
  - b. Electrical design shall include the following design and details: power distribution for sports lighting for two soccer fields, restroom, pavilion, and storage shed. Lighting and outlet design will be provided by others. Soccer field lighting design will be provided by a lighting vendor. SE will provide power, conduit, and wiring to fixtures and lighting control system as directed by lighting vendor. Trail lighting is assumed to be solar powered. Parking lot lighting is excluded. It is assumed that Rocky Mountain Power will perform design of utility distribution to the site.
  - c. Park amenities design shall include the following design and details (layout and materials plans): restroom plan, playground plans, pavilion plan, storage shed plan.
  - d. Landscape and irrigation design shall include the following design and details: planting plan and irrigation plan.

2. Opinion of Probable Construction Costs – prepare and compile opinion of probable construction costs for relevant park improvements.
3. Project Manual – compile contract documents and technical specifications prepared for each element of the project into one comprehensive project manual.

Phase 0005 Deliverables

- 60% design review package
  - 60% design plans
  - Updated opinion of probable construction costs
- 90% design review package
  - 90% design plans
  - 90% project manual
  - Updated opinion of probable construction costs
- Final bidding package
  - Final design plans and project manual for bidding

Phase 0005 – Optional Services

Optional services tasks and budget may only be used when specifically requested and authorized by CLIENT.

1. Public Presentation Services (meeting only)
  - a. Attend one (1) public presentation to answer questions and provide support to CLIENT.
2. Public Presentation Services (full support)
  - a. Provide CLIENT with electronic files of concept design for use in public presentation.
  - b. Prepare hard copy plan view color maps of the proposed concept design (for use at public meeting).
  - c. Attend one (1) public presentation to answer questions and provide support to CLIENT.
  - d. Address comments from public presentation as directed by CLIENT.
3. Boundary Survey
  - a. Locate controlling corners and determine existing property boundaries.
  - b. Locate existing observable occupation lines.
  - c. Research records and analyze adjoining's boundaries.
  - d. Prepare a Record of Survey Plat.
4. Funding Administration – assist CLIENT as necessary with the following:
  - a. Investigate options for funding and summarize in a memo provided to CLIENT.
  - b. Based on coordination with CLIENT on funding opportunities, prepare and submit funding applications.

- c. Coordinate development of the project with the funding agency. This includes providing any data and correspondence required by the agency for concurrence and approval of the project.
- d. Assist CLIENT with completion of requirements, as outlined by the funding agency, which are necessary to meet the stipulations for final funding of the project.
- e. During the process of the project, assist CLIENT with preparing reimbursement requests, and coordinating project progress with the funding agency.

Phase 0006 Deliverables

- Public Presentation Plan View Maps
- Boundary survey

Schedule

1. Upon notice to proceed (receipt of a signed work release), SE proposes to complete the preliminary services phase, conceptual design services phase, and final design services phase of the project within seven (7) months.

ARTICLE 3. ASSUMPTIONS & EXCLUSIONS

1. The scope of work and compensation are based on a construction budget of \$4,000,000. If the project scope of work or construction budget increases, compensation for design will need to be adjusted by amendment.
2. It is assumed the general layout of the sports fields, drive access, and parking lots shown in the park schematic design (Exhibit B) is the basis of design. The sports fields are assumed to be natural turf. Changes to sports fields surfacing (artificial turf), will require additional services.
3. CLIENT shall provide site access for fieldwork.
4. Traffic study is excluded.
5. Title report and easements are excluded.
6. Setting corners of property are excluded.
7. Preparing property plat maps for boundary line adjustments are excluded.
8. Utility study is excluded. It is assumed that all required utilities are located adjacent to the project property. CLIENT's GIS data will be utilized to locate utility connections.
9. Soccer field lighting design will be provided by a lighting vendor.
10. Trail lighting is assumed to be solar powered.
11. Parking lot lighting is excluded.
12. It is assumed that Rocky Mountain Power will perform design of utility distribution to the site.

13. Project Management Services budget includes seven (7) virtual monthly progress meetings with CLIENT.
14. Preliminary Services budget includes one (1) in-person meeting with CLIENT (kickoff meeting).
15. Conceptual Design Services budget includes one (1) in-person meeting with CLIENT (concept plan review meeting).
16. Final Design Services budget includes two (2) virtual review meetings with CLIENT (60% review and 90% review meetings).
17. Optional Services budget (Public Presentation Services) includes in-person attendance at one (1) public presentation.
18. Pertaining to the opinion of probable construction cost, CLIENT understands that SE has no control over costs or the price of labor, equipment or materials, or over a future contractor's method of pricing the project, and that the opinion of probable cost provided will be made on the basis of SE's qualifications and experience. SE makes no warranty, expressed or implied, as to the accuracy of such opinions compared to future bid or actual costs.
19. SE will utilize CLIENT's standard details and specifications where applicable.
20. SE reserves the right to utilize subconsultants and others as may be required to complete the Scope of Services outlined above.
21. Items not described in the Scope of Services are excluded.

#### ARTICLE 4. COMPENSATION

CLIENT agrees to compensate SE for all services described in Article 2 according to the fees outlined in the following table:

#### FEE SUMMARY

Phase	Task	Work Task Description	Contract Total	*Fee Type
0001		Project Management Services	\$ 20,300	Lump Sum
0002		Preliminary Services	\$ 18,200	Lump Sum
0003		Conceptual Design Services	\$ 30,600	Lump Sum
0004		Final Design Services	\$ 101,400	Lump Sum
		Total	\$ 170,500	
0005		Optional Services		
	001	Public Presentation Services (meeting only)	\$ 1,800	Lump Sum
	002	Public Presentation Services (full support)	\$ 5,600	Lump Sum
	003	Boundary Survey	\$ 5,100	Lump Sum
	004	Funding Administration	\$ 4,000	Budgeted T&M

\*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed; \*\*Budgeted T&M (Time and Materials) is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within the amount.

Any additional services requested by CLIENT, not listed above, will be performed at the rates and fees shown in the attached Exhibit C.

ARTICLE 5. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

MAPLETON CITY  
125 WEST 400 NORTH  
MAPLETON, UT 84664

SE will submit monthly itemized billings for this work based on the prior month's effort which will be due and payable within 30 days of receipt thereof by CLIENT.

PROJECT LOCATION MAP  
EXHIBIT A



SCHEMATIC DESIGN  
EXHIBIT B



- LEGEND**
- ① Asphalt Parking Lot (138 Stalls Total)
  - ② 6' Wide Concrete Path
  - ③ Restroom and Storage Building (800 SF)
  - ④ Picnic Pavilion (400 SF)
  - ⑤ Storage Shed (1,000 SF)
  - ⑥ Full Size Soccer Field
  - ⑦ U6 Soccer Field
  - ⑧ 2-5 Playground
  - ⑨ 5-12 Playground
  - ⑩ Sports Lighting, typ.
  - ⑪ Landscape Area, typ.

# CONCEPT SKETCH

Mapleton 10-Acre Park



# SUNRISE ENGINEERING

## FEE SCHEDULE

### EXHIBIT C

Work Classification	Hourly Rate	Work Classification	Hourly Rate
Civil Engineering Intern	\$110	Construction Observer I	\$109
Civil EIT I	\$125	Construction Observer II	\$125
Civil EIT II	\$135	Construction Observer III	\$140
Civil EIT III	\$150	Construction Observer IV	\$155
Civil Engineer III	\$170	Construction Observer V	\$170
Civil Engineer IV	\$185	CAD Drafter I	\$100
Civil Engineer V	\$200	CAD Drafter II	\$120
Civil Engineer VI	\$210	CAD/Designer III	\$130
Civil Engineer VII	\$225	CAD/Designer IV	\$145
Senior Civil Engineer	\$240	CAD/Designer V	\$160
Principal Civil Engineer	\$255	Funding Specialist	\$159
Electrical Engineering Intern	\$106	Administrative I	\$78
Electrical EIT I	\$143	Administrative II	\$98
Electrical EIT II	\$161	Administrative III	\$116
Electrical Engineer III	\$182	Survey Tech	\$99
Electrical Engineer IV	\$209	Survey CAD Tech	\$145
Electrical Engineer V	\$231	Survey Manager	\$196
Principal Electrical Engineer	\$254	Registered Surveyor	\$212
		Principal Surveyor	\$234
		One Man Survey Crew	\$172

### REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.70 per mile	N/A
Field Vehicle (on site)	\$60 per day	N/A
Per Diem Meals	\$59 per day	N/A
Troxler Nuclear Density Gauge	\$50 per day	N/A
High Density Scanner	\$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.

Base 01-2026



# City Council Staff Report

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**Date:**

March 4, 2026

**Applicant:**

Mapleton City

**Prepared By:**

Cory Branch

**Public Hearing:**

No

**Attachments:**

Resolution  
Agreement

**REQUEST**

Consideration of a Resolution approving a Cooperative Agreement between the Utah Division of Forestry, Fire, and State Lands ("FFSL") and Mapleton City.

**BACKGROUND & DESCRIPTION**

On April 25, 2012, Mapleton City entered into an Agreement with the FFSL. The purpose of the Agreement was to provide a mechanism for Mapleton City to receive compensation for services provided by the city outside its jurisdictional area as it relates to having wildland fires detected and suppressed quickly before they become large and more difficult to control.

Mapleton City and the FFSL are requesting to enter into a new Cooperative Agreement for an additional five years.

**RECOMMENDATION**

Adopt the attached Resolution and Cooperative Agreement

**RESOLUTION NO. 2026 -**

**CONSIDERATION OF A RESOLUTION APPROVING A COOPERATIVE AGREEMENT  
BETWEEN THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS ("FFSL") AND  
MAPLETON CITY**

**WHEREAS**, Mapleton City and the FFSL work cooperatively to prevent wildfires on nonfederal lands; and

**WHEREAS**, the existing Cooperative Agreement between the two entities has expired and needs to be renewed; and

**WHEREAS**, a new agreement has been drafted by the FFSL and reviewed and approved by the Mapleton City Fire Chief.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, to allow the Mayor to sign the new Cooperative Agreement between the FFSL and Mapleton City.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH this 4<sup>th</sup> Day of March 2026.

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Therin Garrett  
Mayor

ATTEST:

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Camille Brown  
City Recorder

## **COOPERATIVE AGREEMENT**

This Cooperative Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026 (the “Effective Date”), by and between the Utah Division of Forestry, Fire and State Lands (“FFSL”) and \_\_\_\_\_ (the “Participating Entity”). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a “Party” or, collectively, as the “Parties.”

### RECITALS

- A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R651-122.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

### AGREEMENT

#### **I. Definitions**

For the purposes of this Agreement:

- 1. “Annual Participation Commitment Report” means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
- 2. “Annual Participation Commitment Statement” means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.
- 3. “Catastrophic Wildfire” means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.

4. “Cooperative Agreement” means the same as the term is defined in Utah Administrative Code R652-1-200.
5. “Delegation of Fire Management Authority” means the acceptance by FFSL of responsibility for:
  - i. Managing a wildfire; and
  - ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. “Direct Expenditure” means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. “Direct Payment” means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. “Director” means the division director of FFSL.
9. “Eligible Entity” means the same as the term is defined in Utah Code Section 65A-8-203.
10. “Extended Attack” means actions taken in response to wildland fire after Initial Attack.
11. “Firefighter” means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. “Initial Attack” means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. “In-Kind Activity” means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
14. “Minimum Billing Threshold” means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. “Participation Commitment” means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. “Participating Entity” means an Eligible Entity with a valid Cooperative Agreement.

## **II. Term.**

1. The term of this Agreement shall be five (5) years from the Effective Date.

## **III. Participation Commitment.**

1. Annual Statement.
  - a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
  - b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
  - c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
  - d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.
2. Fulfillment.
  - a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
  - b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.
3. Consultation.
  - a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
4. Accounting.
  - a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
  - c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
  - d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
  - e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
  - f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).
5. Reporting.
- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
  - b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
  - c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
  - d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
  - e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.
6. Calculation.
- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
  - b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
  - c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The

Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.
7. Appeals.
    - a. Where permitted by Utah Administrative Code R652-122 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

#### **IV. Initial Attack.**

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202–202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

#### **V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.**

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
  - a. The involvement of state-owned or federally-owned lands in the wildland fire;
  - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
  - c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
  - d. The decision of the Director, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

#### **VI. Extended Attack.**

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

#### **VII. Wildland Fire Response Training and Certification.**

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

#### **VIII. Wildland Fire Response Equipment Standards.**

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

#### **IX. Wildland Fire Cost Recovery Actions.**

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating

Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

**X. Probation Status.**

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
  - a. Notice of the Probation Status;
  - b. The reason for the Probation Status;
  - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
  - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
  - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
  - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating Entity’s outstanding obligation before it may credit the expenditures and actions toward the current obligation;
  - c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the

- Probation Notice time frame if the underlying noncompliance is not timely remedied; and
- d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
    - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;
    - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and
    - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
  5. For the duration of the Probation Status, this Agreement remains valid.

#### **XI. Revocation.**

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
  - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
  - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

**XII. Renewal, Amendment, and Compliance with Applicable Laws.**

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

**XIII. Community Wildfire Preparedness Plan.**

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan (“CWPP”) or, subject to FFSL’s approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years initial adoption from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

**XIV. Wildland Urban Interface.**

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: \_\_\_\_\_.
5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property.

7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

**XV. Miscellaneous.**

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101-403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees

to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.

5. The Participating Entity may not assign, sell, transfer, subcontract, or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
9. This Agreement, constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

SIGNATURES ON FOLLOWING PAGE





# City Council Staff Report

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**Date:**

3/4/2026

**Applicant:**

Mapleton City

**Location:**

N/A

**Prepared By:**

Sean Conroy, Assistant  
City Administrator

**Public Hearing:**

No

**Attachments:**

1. Rules of Order

**REQUEST**

Consideration of a resolution adopting Rules of Order and Procedure for the City Council.

**BACKGROUND & DESCRIPTION**

According to Utah Code §10-3-606, a municipal body is required to:

- Adopt rules of order and procedure to govern public meetings; and
- Make the rules of order available during each meeting and on the City's website.

The attached rules of order and procedure are meant to comply with state code.

**RECOMMENDATION**

Adopt the attached Resolution.

**RESOLUTION NO. 2026-**

A Resolution adopting Rules of Order and Procedure for the City Council.

**WHEREAS**, Utah Code §10-3-606 requires a municipal body to adopt Rules of Order and Procedure to govern its public meetings; and

**WHEREAS**, the City is required to make the Rules of Order available at each public meeting as well as post the rules on the City’s website; and

**WHEREAS**, the proposed Rules of Order and Procedure are meant to implement Utah Code §10-3-606.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, to adopt Rules of Order and Procedure as described in exhibit “A”.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,

This 4<sup>th</sup> Day of March, 2026.

---

Therin Garrett  
Mayor

ATTEST:

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Camille Brown  
City Recorder

**Publication Date:**

**Effective Date:**



## Exhibit “A”

# City Council Rules of Order & Procedure

According to Utah Code § 10-3-606, the City Council is required to adopt rules of order and procedure to govern its public meetings and to make the rules available to the public at each meeting and on the City’s website. The following Rules of Order and Procedure are designed to comply with Utah Code. Mapleton City is committed to transparency in its public meetings and encourages all attendees to exercise patience and respect for established procedures.

**I. Meeting Chair:** The Mayor is the chair of all City Council meetings. If the Mayor is absent, the Mayor pro-tem shall act as the chair. If neither the Mayor nor Mayor pro-tem are present, the City Administrator shall ask a member of the Council to serve as chair.

**II. Meeting Schedule:** The Council shall adopt a meeting schedule for each calendar year. The Council will typically meet on the first and third Wednesdays of each month at 6:00 p.m. Meetings may be cancelled based on lack of business or lack of a quorum. Special meetings, work sessions and retreats may also be convened in accordance with state law.

**III. Meeting Agendas:** The regular Council agendas shall be created by the City Administrator under the direction of the Mayor and noticed in accordance with state law. Council members should consult with the Mayor if they would like specific items included on the agenda. If at least two Council members acting together request that an item be placed on the agenda, the item shall be placed on the next available agenda. The Chair may modify the order of the agenda to facilitate the orderly conduct of business. The agendas may include at least the following items:

**A. Introduction:** This includes the welcome, roll call, pledge of allegiance and prayer. The chair may ask for volunteers from the Council to lead the pledge and the prayer.

**B. Public Forum:** The chair may allow for members of the public to address the Mayor and Council regarding items that are not on the agenda. Members of the public may bring forward questions, concerns, or recognitions during the Public



Forum. Each participant's presentation time may be limited at the discretion of the Chair based on time constraints. The Public Forum typically happens at the beginning of the meeting just prior to the Consent Agenda, however the chair reserves the right to move it to another place on the agenda anywhere before the motion to adjourn the meeting.

**C. Presentations or Ceremonial Items:** These items are meant to allow for the recognition of citizens, staff, businesses, events, etc. or to receive presentations regarding issues of community interest.

**D. Consent Items:** Items on the consent agenda are routine in nature and do not typically require discussion or independent action. One motion may be used to adopt all actions recommended in the staff reports for these items. A member of the Council may request that an item(s) be pulled from the consent agenda and discussed as a formal action item. Legislative items, public hearing items or items where the Mayor, City Council or executive staff may have a conflict of interest should not be included on the consent agenda. Items containing a conflict of interest must be heard individually and must adhere to subsection "IX" in this policy.

**E. Action Items:** Action items are considered administrative in nature and do not require a public hearing. Typically, public comments are not received during the review of action items, but the chair has the discretion to allow public comment. Written comments may always be accepted and distributed prior to the meeting.

**F. Public Hearing Items:** Public hearing items are considered legislative in nature and require a public hearing by state law. Members of the public may comment during the public hearing, but comments should generally be kept to three minutes or less.

**G. Discussion/Work Session Items:** These items are meant to provide the City Council with the opportunity to discuss and provide direction on specific topics or concept plans. No formal action is taken. Public comments may be received at the discretion of the chair. Work sessions may be scheduled prior to the beginning of the regular meeting or during the regular meeting.



H. **Administrative Reports:** Department heads, the Mayor and members of the City Council may provide updates and reports on City business, projects and events.

I. **Closed Session:** The City Council may only convene into a closed session pursuant to Utah Code section 52-4-205.

**IV. Quorum:** In order to proceed with the meeting, a quorum must be present. A quorum is three or more members of the City Council, not including the Mayor. If a quorum is not present, those present may adjourn the meeting but cannot conduct other business.

**V. Item Presentations:** The chair should introduce each item on the agenda. Non-consent agenda items will typically follow the following format:

- A. Staff will summarize the staff report and relevant information.
- B. Mayor and City Council may ask questions of the staff.
- C. If there is an applicant, the chair may ask if the applicant would like to make any comments.
- D. If the item is a public hearing, the chair will then open the public hearing and request public comment. Upon completion of public comment, the chair will close the public hearing.
- E. The chair may allow the applicant to respond to comments raised during the public hearing.
- F. The chair may then ask the City Council for comments, discussion or a motion.

**VI. Motions:** Motions can be made or seconded by any member of the City Council. No motion should be debated until it has been seconded and announced by the chair. Any motion may be modified by the sponsor of the motion, with the consent of the second, or withdrawn by the sponsor at any time before amendment or voting. Motions for items that are within the Consent Agenda must be seconded but do not require a roll-call vote. Motions for Action Items, Public Hearing Items require a roll-call vote.



**VII. Debate:** The chair shall recognize any Council member requesting to speak, debate, make a motion, submit a report, or address the body for any reason. The chair should recognize the author of the motion first and then others that wish to address the motion. During the debate the chair is responsible for maintaining order. If anything disrupts the City Council’s business, the chair may call the City Council or Public to order.

**VIII. Voting:** Voting should follow the following procedures:

- A. Voting should be by roll call vote and in the form of “yes”, “no” or “abstain”. The chair may alternate who begins each roll call vote.
- B. Adoption of an ordinance or resolution requires a minimum of three affirmative votes. All other motions require an affirmative vote of a majority of the Council members present, provided a quorum exists.
- C. In the event of a tie vote, the Mayor may cast a vote to break the tie. If the Mayor declines to vote, the motion shall fail.
- D. An expression of “abstain” during voting shall not be considered as an affirmative or negative vote. A City Council member who abstains on a question, or is absent, may not move to reconsider that question.
- E. If the Mayor or a City Council member has recused themselves, they should not participate in the discussion or the vote from the dais.

**IX. Conflicts of Interest:** It is possible that matters may occasionally come before the Mayor and City Council in which individual members have a direct or indirect financial and/or in-kind vested interest. When this happens, the individual must file a written disclosure prior to the meeting and fully disclose the conflict during the public meeting consistent with the Municipal Officers Ethics Act. While not required by law, it is recommended that the member also step down from the dais and/or vacate the council chambers and abstain from voting. It is also recommended that the recusing member does not engage in discussion, present oral arguments, or cause disruption to the meeting in any way. The Mayor and City Council are also required to submit annual disclosures of conflicts of interest, which will be posted on the City’s website.

**X. Reconsideration:** Any City Council member who has voted with the prevailing side of a question may move at the same meeting to reconsider the question. A motion to reconsider shall require the affirmative vote of a majority of the quorum present.



**XI. Rules of Conduct for the City Council:** When speaking to or debating a specific subject, the Mayor and City Council should be courteous and considerate of all points of view. Comments should be confined to the topic under discussion and avoid personal attacks.

**XII. Rules of Conduct for Members of the Public:** Members of the public should not address the Mayor and City Council unless first recognized by the chair. Members of the public are expected to refrain from outbursts, disorderly conduct, or the use of vulgar or profane language. Members of the public are asked to avoid cheering, clapping or booing during public comments to avoid intimidating other potential speakers that may have differing views. The Council may expel any person for disorderly conduct upon a two-thirds vote of the Council members present.

**XIII. Recess:** During the course of a meeting, a City Council member may move for a recess. This may occur at any point in the meeting but is generally more productive and efficient if done between agenda items. This motion requires a second, but no discussion is required. The chair may then call for a vote. If the motion passes the chair may set a time limit on the recess.

**XIV. Adjourn:** Upon completion of the meeting, the chair shall ask for a motion to adjourn the meeting. This motion must be sponsored and seconded by a City Council member. This motion does not require a roll-call vote.



# City Council Staff Report

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**Date:**

3/4/2026

**Prepared By:**

Bryce Oyler

**Public Hearing:**

No

**Item**

Notice of intent to amend the Fiscal Year 2026 Budget.

**BACKGROUND & DESCRIPTION**

Per the State Auditor's Office, cities are required to place on a council meeting agenda a notice of intent to amend the budget prior to the adoption of budget amendments. Mapleton City intends to amend the Fiscal Year 2026 Budget on March 18, 2026.

**RECOMMENDATION**

None



# City Council Staff Report

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**Date:**

4/4/2026

**Applicant:**

Mapleton City

**Location:**

N/A

**Prepared By:**

Sean Conroy, Assistant  
City Administrator

**Public Hearing:**

Yes

**Attachments:**

1. Draft ordinance.

**REQUEST**

Consideration of an ordinance amending various sections of Mapleton City Code titles 1 (administrative) and 2 (officers and personnel).

**BACKGROUND & DESCRIPTION**

The Mapleton City Code (MCC) is made up of 21 titles or chapters. Staff is in the process of reviewing and updating the MCC to eliminate redundancy, to ensure compliance with state code, to match current practice and/or to better promote the health and welfare of the City. This agenda item proposes several amendments to titles 1 and 2. Below is a summary of the proposed changes:

**Title 1 (Administrative)**

- Updates references to state code;
- Updates definitions;
- Updates the City Seal;
- Updates penalties for violations of the MCC.

**Title 2 (Offices and Personnel)**

- Amends the process for appointing, and updates the duties of, the mayor pro-tem;
- Updates the powers and duties of the mayor and council;
- Simplifies the municipal elections section to refer primarily to state elections code;
- Amends the process for appointing and the terms for appointive offices;
- Simplifies the establishment of salaries for officers;
- Amends and simplifies the sections related to various appointed officers (city administrator, recorder, treasurer and justice court);
- Simplifies the conflicts of interest standards by referring primarily to the state Municipal Officers' and Employees' Ethics Act and the Council's adopted Rules of Procedure.

**RECOMMENDATION**

Adopt the attached ordinance.

**ORDINANCE NO. 2026-**  
AN ORDINANCE AMENDING VARIOUS SECTIONS OF MAPLETON CITY CODE TITLES 1  
(ADMINISTRATIVE) AND 2 (OFFICERS AND PERSONNEL)

**WHEREAS**, The Mapleton City Code (MCC) is made up of 21 titles or chapters; and

**WHEREAS**, staff is in the process of reviewing and updating the MCC to eliminate redundancy, to ensure compliance with state code, to match current practice and/or to better promote the health and welfare of the City; and

**WHEREAS**, the proposed amendments have been reviewed by the City’s legal counsel;  
and

**WHEREAS**, the City Council held a public hearing on March 4, 2026 to receive comments and feedback on the proposed amendments.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Mapleton, Utah, to adopt the proposed amendments to Titles 1 and 2 of the Mapleton Municipal Code as described in Exhibit “A”.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,

This 4<sup>th</sup> Day of March, 2026.

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Therin Garrett  
Mayor

ATTEST:

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Camille Brown  
City Recorder  
**Publication Date:**  
**Effective Date:**

**Exhibit "A"**  
**Changes Shown in Strikeout and Underline**

TITLE 1  
ADMINISTRATIVE

CHAPTER 1.01  
TITLE; CODE ADOPTION; REPEALER; AMENDMENTS; SEVERABILITY

SECTION:

1.01.010: Title Of Code

1.01.020: Adoption Of Code; Effective Date

1.01.030: Repeal Of Prior Code And Subsequent General Ordinances; Exceptions

1.01.040: Continuation Of Similar Provisions

1.01.050: Amendments To Code

1.01.060: Provisions Severable

1.01.010: TITLE OF CODE 1 :

The general ordinances of Mapleton City as revised and set forth herein shall be designated and referred to as the MAPLETON CITY MUNICIPAL CODE ~~1986~~ and may be so cited. The code may also be cited as the MAPLETON CITY CODE. Reference by number to any section of this code shall refer not only to that section but also to the penalty clause which is applicable thereto. ~~(1986 Code)~~

Notes

1      1. UCA §§ 10-3-706-10-3-710.

1.01.020: ADOPTION OF CODE; EFFECTIVE DATE:

This code shall be adopted by an ordinance enacted in accordance with the applicable provisions of Utah Code Annotated, § 10-3-7 ~~section 10-3-701 Utah Code Annotated~~, as amended, and shall become effective at the time set forth in the enacting ordinance. ~~(1986 Code)~~

1.01.030: REPEAL OF PRIOR CODE AND SUBSEQUENT GENERAL ORDINANCES;  
EXCEPTIONS:

A. The "City Code of Mapleton City, Utah", 1986 ~~1971~~ edition, all subsequent amendments thereto and all other ordinances of the city of a general and permanent

character enacted prior to the adoption of this code are hereby repealed except those ordinances which are by the next subsection or other reference contained herein expressly saved from repeal 1 .

B. All existing ordinances of the city which are contractual in character, including franchises, grants, and dedications; special tax ordinances; ordinances relating to bond issues; ordinances relating to boundaries and annexations; ordinances approving development projects; ordinances establishing, naming or vacating streets or other public places; improvement districts ordinances; ordinances relating to election; ordinances setting the salaries of elected and statutory officers of the city and all other ordinances of a special rather than a general character, are hereby expressly saved from repeal and shall remain in full force and effect. ~~(1986 Code)~~

#### Notes

1                    2. UCA § 10-3-709.

#### 1.01.040: CONTINUATION OF SIMILAR PROVISIONS 1 :

Insofar as any provision of this code is the same in substance and effect as a provision in a previously existing general ordinance, such provision shall be construed as a continuation of the previously existing provision and not a new enactment.

#### Notes

1                    1. UCA § 10-3-709.

#### 1.01.050: AMENDMENTS TO CODE:

From and after the effective date of this code, all ordinances of general and permanent character enacted by the city shall be enacted as amendments or additions to this code. All such ordinances shall be prepared in a format consistent with this code and shall be adopted in accordance with the applicable provisions of this code and state law.

#### 1.01.060: PROVISIONS SEVERABLE:

Each section and each provision or requirement of any section, subsection or paragraph of this code shall be considered severable, and the invalidity of any section or any part of any section shall not affect the validity or enforceability of any other section or part thereof.

CHAPTER 1.04  
GENERAL PROVISIONS

SECTION:

1.04.010: Construction Of Words

1.04.020: Interpretations

1.04.030: Court Proceedings

1.04.040: Conflict

1.04.050: Definitions

1.04.010: CONSTRUCTION OF WORDS:

A. Whenever any word in any section of this code importing the plural number is used in describing or referring to any matters, parties, or persons, any single matter, party, or person shall be deemed to be included, although distributive words may not have been used.

B. When any subject matter, party or person is referred to in this code by words importing the singular number only, or the masculine gender, several matters, parties, or persons and females as well as males and bodies corporate shall be deemed to be included; provided, that these rules of construction shall not be applied to any section of this code which contains any express provision excluding such construction or where the subject matter or content may be repugnant thereto.

1.04.020: INTERPRETATIONS:

In the determination of the provisions of each section of this code the following rules shall be observed:

A. Intent To Defraud: Whenever an intent to defraud is required in order to constitute an offense, it shall be sufficient if an intent appears to defraud any person.

B. Liability Of Employers And Agents: When the provisions of any section of this code prohibit the commission of an act, not only the person actually doing the prohibited act or omitting to perform the directed act, but also the employer and all other persons concerned with or in aiding or abetting the said person, shall be guilty of the offense described and liable to the penalty set forth.

#### 1.04.030: COURT PROCEEDINGS:

A. No new ordinance shall be construed or held to repeal a former ordinance, whether such former ordinance is expressly repealed or not, as to any offense committed against such former ordinance or as to any act done, any penalty, forfeiture or punishment so incurred, or any right accrued or claim arising under the former ordinance, or in any way whatever to affect any such offense or act so committed or so done, or any penalty, forfeiture or punishment so incurred or any right accrued or claim arising before the new ordinance takes effect, save only that the proceedings thereafter shall conform to the ordinance in force at the time of such proceeding, so far as practicable. If any penalty, forfeiture or punishment is mitigated by any provision of a new ordinance, such provisions may be, by the consent of all parties ~~the party affected~~, applied to any judgment announced after the new ordinance takes effect.

B. This section shall extend to all repeals, either by express words or implication, whether the repeal is in the ordinance making any new provisions upon the same subject or in any other ordinance.

C. Nothing contained in this section shall be construed as abating any action now pending under or by virtue of any general ordinance of the city herein repealed; or as discontinuing, abating, modifying or altering any penalty accrued or to accrue, or as affecting the liability of any person, firm or corporation, or as waiving any right of the city under any ordinance or provision thereof in force at the time of the adoption of this code.

#### 1.04.040: CONFLICT:

Whenever anything in these ordinances contained shall be or become in conflict with any provision or provisions of the laws of the state of Utah, such provision of these ordinances shall be deemed to be repealed and to be of no effect for such period as such Utah law so in conflict therewith shall remain in effect, and such law shall govern.

#### 1.04.050: DEFINITIONS:

Whenever the following words or terms are used in this code they shall have the meanings ascribed to them in this section unless the content makes such meaning repugnant thereto:

AGENT: A person acting on behalf of another.

BRIBE: Signifies any money, goods, right in action, property, things of value or advantage, present or prospective, or any promise or undertaking to give any, asked, given, or accepted, with a corrupt intent to influence unlawfully the person to whom it is given in his action, vote or opinion in any public or official capacity.

CITY: Mapleton City.

CODE: Unless otherwise specifically stated, means this code.

**CORRUPTLY:** Imports a wrongful design to acquire or cause some pecuniary or other advantage to the person guilty of the act or omission referred to, or to some other person.

**EMPLOYEES:** Whenever reference is made in this code to a city employee by title only, this shall be construed as though followed by the words "of Mapleton City".

**FEE:** A sum of money charged by the city for the carrying on of a business, profession or occupation.

**HIGHWAY AND ROAD:** Include public bridges and may be held equivalent to the words "county way", "county road", "common road", and "state road".

**INTENT OR INTENTION:** ~~Is manifested by the circumstances connected with the offense and the sound mind and discretion of the accused. All persons are of sound mind who are neither idiots, nor lunatics, nor affected with insanity.~~ Refers to a person's conscious decision to perform a particular act, knowing or foreseeing the likely consequences. Intent can be inferred from the circumstances surrounding an offense, including mental capacity. A person is presumed to be of sound mind unless deemed incompetent due to intellectual disability, mental illness, or other conditions substantially affecting cognitive ability.

**KNOWINGLY:** Imports only a knowledge that the facts exist which brings the act or omission within the provisions of this code. It does not require any knowledge of the unlawfulness of such act or omission.

**LAND, REAL ESTATE AND REAL PROPERTY:** Include lands, tenements, hereditament, water rights, possessory rights and claims.

**LICENSE:** The permission granted for the carrying on of a business, profession or occupation.

**MALICE AND MALICIOUSLY:** Import a wish to vex, annoy, or injure another person, or an intent to do a wrongful act, established either by proof or by presumption of law.

**MISDEMEANOR:** Any offense deemed a violation of the provisions of this code which is a lesser offense than a felony as defined by state law.

**MONTH:** Calendar month unless otherwise expressed, and "year" or the abbreviation "A.D." is equivalent to the expression "year of our Lord".

**NEGLIGENT, NEGLECT, NEGLIGENCE AND NEGLIGENTLY:** Imports a want of such attention to the nature or probable consequences of the act or omission as a prudent man ordinarily bestows in acting in his own concern.

**NUISANCE:** Anything offensive or obnoxious to the health and welfare of the inhabitants of the city; or any act or thing repugnant to, or creating a hazard to, or having a detrimental effect on the property of another person or to the community.

**OATH/SWEAR:** Oath includes "affirmation", and "swear" includes "affirm". Every mode of oral statement under oath or affirmation is embraced in the term "certify" and every written one in the term "depose".

**OCCUPANT:** Applied to a building or land, includes any person who occupies the whole or any part of such building or land whether alone or with others.

**OFFENSE:** Any act forbidden by any provision of this code or the omission of any act required by the provisions of this code.

**OFFICERS:** Whenever reference is made in this code to a city officer by title only, this shall be construed as though followed by the words "Mapleton City", and includes officers and boards in charge of departments and the members of such boards.

**OPERATOR:** The person who is in charge of any operation, business or profession.

**OWNER:** Applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

**PERSON:** Includes the singular and the plural and shall also mean and include any person, firm, corporation, association, partnership or any other form of association or organization.

**PERSONAL PROPERTY:** Includes every description of money, goods, chattels, effects, evidence of rights in action and all written instruments by which any pecuniary obligation, right or title to property is created, acknowledged, transferred, increased, defeated, discharged or diminished and every right or interest therein.

**PROPERTY:** Includes both real and personal property, unless the context otherwise clearly provides.

**RETAILER:** Unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or **other** things in small quantities direct to the consumer.

**SIGNATURE:** Includes any name, mark or sign written with the intent to authenticate any instrument or writing.

**STREET:** Includes alleys, lanes, courts, boulevards, public ways, public squares, public places and sidewalks.

**TENANT:** Applied to a building or land, includes any person who occupies the whole or any part of such building or land whether alone or with others.

**TIME:** When any time is specified in this code, it means standard time, or daylight saving time when applicable, and the words "midnight" or "noon" shall be taken to be midnight or noon standard time, or daylight saving time when applicable.

**WHOLESALE AND WHOLESALE DEALER:** Unless otherwise specifically defined, shall be understood to relate to the sale of goods, merchandise, articles or things in quantity to persons who purchase for the purpose of resale.

**WILFULLY:** When applied to the intent with which an act is done or omitted, implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate law, or to injure another, or to acquire an advantage.

**WRITING:** Includes printing, writing and typewriting.

CHAPTER 1.08  
CITY LIMITS

SECTION:

1.08.010: Corporate Limits Designated

1.08.010: CORPORATE LIMITS DESIGNATED:

The corporate limits of the city shall be as provided on the official map of the city on file in the office of the clerk.

CHAPTER 1.12  
CITY SEAL

SECTION:

1.12.010: Description

1.12.010: DESCRIPTION:

The seal of Mapleton City shall be uniformly ~~one and seven-eighths inches (17/8") in diameter, the impression of which represents a maple leaf within the inner circle and the words "Corporate Seal of Mapleton, Utah County, State of Utah", and two (2) small stars in the outer circle thereof. (1986 Code)~~ one and seven-eighths inches (17/8") in diameter, the impression of which represents the City's barn icon within the inner circle and the words "Mapleton City, Utah County, State of Utah" in the outer circle thereof.



CHAPTER 1.16  
PENALTY

SECTION:

1.16.010: General Penalty

1.16.020: Default; Labor

1.16.030: License

1.16.040: Applicability

1.16.050: Liability Of Officers

1.16.010: GENERAL PENALTY 1 :

For the purpose of enforcing obedience to the provisions of this code or any duly enacted ordinance of the city, the city council hereby establishes three (3) classifications of penalty which may be imposed for violation of such code or ordinances and prescribes the fines and terms of imprisonment applicable to each, as follows:

A. Class B Misdemeanor: A fine up to one thousand dollars (\$1,000.00) or by a term of imprisonment up to six (6) months, or by both such fine or imprisonment.

B. Class C Misdemeanor: A fine up to seven hundred and fifty dollars ~~one thousand dollars (\$1,000.00)~~ \$750 or by a term of imprisonment up to ninety (90) days, or by both such fine or imprisonment.

C. Infraction: A fine up to five hundred dollars (\$500.00), but no term of imprisonment.

Any offense designated a misdemeanor without specification as to class shall be a class B misdemeanor.

In any case where a person commits any act which is made unlawful or prohibited by this code, and no other specific penalty is prescribed, such person shall be deemed guilty of a class B misdemeanor, provided, that where the text of this code specifically provides a different penalty, the applicable penalty for violation of such provision shall be as stated therein.

Notes

1 1. UCA §§ 10-3-703, 10-3-704 and 10-8-84.

1.16.020: ~~DEFAULT; LABOR~~ COMMUNITY SERVICE OPTION:

~~Any person in default of payment of any fine or fine and costs may be required to work for the city at such labor as his strength will permit, not exceeding eight (8) hours in each working day, nor shall any person be required to work on Sunday. (1986 Code)~~ Any person in default of payment of any fine or fine and costs may, at the discretion of the court, be given the option to perform community service in lieu of payment. The community service shall be performed at a rate determined by the court, not exceeding eight (8) hours per day. No person shall be required to perform community service on Sundays or on days recognized as holidays by the city. The court shall ensure that the community service assigned is appropriate to the individual's abilities and does not conflict with any legal protections against involuntary servitude.

1.16.030: LICENSE:

When a person is convicted of a violation of any section of this code any license previously issued to him by the city, relating to the offense for which he has been convicted, may be revoked by the court or by the governing body. The revocation may be ordered by the court as part of the sentencing process, in accordance with applicable state law, or by the governing body of the city following a due process hearing. The licensee shall be provided with notice of the potential revocation and an opportunity to present their case before the governing body prior to any revocation.

1.16.040: APPLICABILITY:

A. When no other specific penalty is prescribed, the penalty provided in this chapter shall be applicable to every section of this code the same as though it were a part of each and every separate section. shall apply to any section of this code unless a different classification is explicitly provided. Any person convicted of a violation of any section of this code where a duty is prescribed or obligation imposed, or where any act that is of a continuing nature is declared unlawful, may be deemed guilty of an infraction or a misdemeanor, depending on the severity of the violation and as provided by this code or by the court. ~~Any person convicted of a violation of any section of this code where any duty is prescribed or obligation imposed, or where any act which is of a continuing nature or declared to be unlawful, shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day such duty or obligation remains unperformed or such act continues, unless otherwise specifically provided in this code.~~

B. In all cases where the same offense is made punishable or is created by different clauses or sections of this code the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced. No more than one criminal penalty shall be imposed against the same person for the same offense, consistent with double jeopardy protections. The revocation of a license or permit shall be considered an

administrative action and shall not be considered a criminal penalty or recovery, thus not barring other penalties for the same offense.

C. Whenever the doing or any act or the omission to do any act constitutes a breach of any section or provision of this code and there is no fine or penalty specifically declared for such breach, the provision of this chapter shall apply and a separate offense shall be deemed committed upon each day during or on which a breach or violation occurs or continues.

#### 1.16.050: LIABILITY OF OFFICERS:

No provision of this code designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty provided for a failure to perform such duty, unless the intention of the governing body to impose such fine or penalty on such officer or employee is specifically, clearly, and unambiguously and clearly expressed in the section creating the duty.

### CHAPTER 1.20 ORDINANCES AND RESOLUTIONS

#### SECTION:

1.20.010: Ordinances

1.20.020: Resolutions

#### 1.20.010: ORDINANCES:

A. Legislative Power To Be Exercised By Ordinance **1** : Except as otherwise specifically provided, the city council shall exercise its legislative powers through ordinances.

B. Form Of Ordinances **2** : All ordinances shall contain and be in substantially the following order and form:

1. A number.
2. A title which indicates the nature of the subject matter of the ordinance.
3. A preamble which states the need or reason for the ordinance.
4. An ordaining clause which states "Be it Ordained by the City Council of Mapleton City, Utah".
5. The body or subject of the ordinance, prepared in a manner consistent with the form and outline of this code.

6. When applicable, a statement indicating the penalty for violation of the ordinance or a reference that the penalty is covered by section 1.16.010 of this title prescribing the fines and terms of imprisonment for violation of a municipal ordinance.

7. When intended for inclusion as an addition or amendment to this code, a statement authorizing the city recorder to insert replacement pages containing the text of the amending ordinance in the "Official" copies of this code.

8. A statement indicating the effective date of the ordinance.

9. A line for the signature of the mayor or acting mayor, and

10. A place for the city recorder to attest the ordinance and fix the seal of the city.

Notwithstanding the above, no ordinance shall be void or unlawful by reason of its failure to conform to the provisions of subsection B1, B2, B3, B4 or B7 of this section.

C. Adoption Of Ordinances **3** : The ordinances shall be adopted by roll call vote and shall be recorded. The minimum number of yes votes required to pass any ordinances shall never be less than three (3). Every ordinance shall be in writing before the vote is taken.

D. Recording, Numbering And Certification Of Ordinances **4** : The city recorder shall record, in a book used exclusively for that purpose, all ordinances passed by the city council. The recorder shall give each ordinance a number if the city council has not already done so. Immediately following each ordinance the recorder shall make or cause to be made a certificate stating the date of passage and the date of publication or posting, as required by law. The record and memorandum, or a certified copy thereof, shall be prima facie evidence of the contents, passage, and publication or posting of the ordinance.

E. Ordinances To Be Published Or Posted; Adoption Of Published Codes By Reference Permitted **5** : All ordinances, before taking effect, shall be deposited in the office of the city recorder and a ~~short~~ summary comprehensive enough to convey the key points thereof shall be published at least once in a newspaper published within the city or if there is no newspaper published therein, by posting complete copies in three (3) public places within the city.

Any ordinance, code, or book relating to building or safety standards, municipal functions, administration, control or regulations, may be adopted and shall take effect without further publication or posting, if reference is made to the code or book and at least three (3) copies thereof have been filed for use and examination by the public in the offices of the city recorder prior to the adoption of the ordinance by the city council. Provisions of state law may be similarly adopted by reference. Any exception or other modification to any code, book or state law adopted by reference or any changes necessary to conform such code, book or state law with the city's ordinances shall be noted in the ordinance adopting such code, book or state law.

The ordinance which adopts such code, book or state law shall be published in the manner provided in this section and by state law.

F. Effective Date Of Ordinances [6](#) : Ordinances shall become effective twenty (20) days after publication or posting or thirty (30) days after final passage by the city council, whichever is more remote from the date of final passage, but ordinances may become effective at an earlier or later date after publication or posting if so provided in the ordinance.

#### Notes

- [1](#) 1. UCA § 10-3-701.
- [2](#) 2. UCA §§ 10-3-704 and 10-3-705.
- [3](#) 1. UCA §§ 10-3-506 and 10-3-507.
- [4](#) 2. UCA § 10-3-713.
- [5](#) 3. UCA § 4-3-711.
- [6](#) 4. UCA §§ 10-2-711 and 10-3-712.

#### 1.20.020: RESOLUTIONS:

A. Purpose Of Resolutions [1](#) : Unless otherwise required by law, the city council may exercise all administrative powers by resolution including, but not limited to: 1) establishing water and sewer rates; 2) charges for garbage collection and fees charged for municipal services; 3) establishing personnel policies and guidelines; 4) regulating the use and operation of municipal property. Punishment, fines or forfeitures may not be imposed by resolution.

B. Form Of Resolution [2](#) : Any resolution passed by the city council shall be in a form and contain sections substantially similar to that prescribed for ordinances.

C. Adoption, Recording: All resolutions shall be adopted and recorded in the manner prescribed for ordinances as set forth under subsection 1.20.010C of this chapter. Every resolution shall be in writing before the vote is taken [3](#) .

D. Publication And Effective Date: Resolutions may become effective without publication or posting and may take effect on passage or at a later date as the city council may determine, but resolutions may not become effective more than three (3) months from the date of passage [4](#) .

#### Notes

- [1](#) 1. UCA § 10-3-717.
- [2](#) 2. UCA § 10-3-718.
- [3](#) 3. UCA §§ 10-3-506 and 507.

CHAPTER 1.30  
FORM OF GOVERNMENT

SECTION:

1.30.010: Powers Vested In Council

1.30.010: POWERS VESTED IN COUNCIL:

A. In accordance with Utah Code title 10, chapter 3b, part 3 six member council form of municipal government, Mapleton City municipal government shall operate under the six (6) member council form of government.

B. The powers of the municipal government are vested in a council consisting of six (6) members, one of which is the mayor [as provided in Utah Code Annotated, § 10-3b-104.](#)

C. The mayor and council are and shall be the legislative and governing body of the city and shall:

1. Exercise, and discharge all of the rights, powers, privileges and authority conferred by law upon this city;
2. Perform all duties required of them by law;
3. Perform other acts and take other measures, not inconsistent with law, as may be necessary for the efficient governance of this city. (Ord. 2008-15, 8-21-2008)

TITLE 2  
OFFICERS AND PERSONNEL

CHAPTER 2.04  
MAYOR

SECTION:

2.04.010: Mayor And Mayor Pro Tempore

2.04.020: Powers And Duties

2.04.010: MAYOR AND MAYOR PRO TEMPORE:

A. The mayor:

1. Is, except as provided in subsection A2 of this section, a nonvoting member of the council;
2. Votes as a voting member of the council:
  - a. On each matter for which there is a tie vote of the other council members present at a council meeting; or
  - b. When the council is voting on:
    - (1) Whether to appoint or dismiss a municipal manager; or
    - (2) An ordinance that enlarges or restricts the mayor's powers, duties, or functions;
3. Is the chair of the council and presides at all council meetings;
4. Exercises ceremonial functions for the municipality;
5. May not veto an ordinance, tax levy, or appropriation passed by the council;
6. Except as modified by ordinance under subsection 2.08.010B of this title, has the powers and duties described in section 2.04.020 of this chapter; and
7. May, within budget constraints, appoint one or more administrative assistants to the mayor.

B. With the consent of the council, the mayor shall appoint one of the members of the council to serve as the mayor pro tempore at least annually. In the absence of the mayor, the mayor pro tempore shall:

~~1. If the mayor is absent or unable or refuses to act, the council may elect a member of the council as mayor pro tempore, to:~~

- ~~A~~1. Preside at a council meeting; and

~~B2.~~ Perform, during the mayor's absence, disability, or refusal to act, the duties and functions of mayor.

~~2. The municipal clerk or recorder shall enter in the minutes of the council meeting the election of a council member as mayor pro tempore under subsection B1 of this section. (Ord. 2008 15, 8 21 2008)~~

#### 2.04.020: POWERS AND DUTIES:

In accordance with Utah Code [Annotated](#), [§ 10-3b-104](#), the mayor:

A. Is the chief executive officer of the municipality to whom all employees of the municipality report, [except as otherwise provided by state law or ordinance](#);

B. Shall:

1. Keep the peace and enforce the laws of the municipality;
2. Ensure that all applicable statutes and municipal ordinances and resolutions are faithfully executed and observed;
3. If the mayor remits a fine or forfeiture under subsection C2 of this section, report the remittance to the council at the council's next meeting after the remittance;
4. Perform all duties prescribed by statute or municipal ordinance or resolution;
5. Report to the council the condition and needs of the municipality;
6. Provide a supportive and professional environment to allow the city administrator to perform the city administrator's duties under section 2.14.110 of this title; and
7. Report to the council any release granted under subsection C4 of this section; and

C. May:

1. Recommend for council consideration any measure that the mayor considers to be in the best interests of the municipality;
2. Remit fines and forfeitures- [in accordance with applicable laws and procedures. Any remission of fines must comply with due process requirements. The mayor's authority to remit fines does not extend to cases where judicial authority has been exercised unless permitted by law](#);
3. If necessary, call on residents of the municipality over the age of twenty one (21) years to assist in enforcing the laws of the state and ordinances of the municipality;
4. Release a person imprisoned for a violation of a municipal ordinance [under circumstances that are permitted by law and in accordance with applicable legal procedures. Any such release must not infringe upon the powers of the judiciary](#);

5. With the council's advice and consent:
  - a. Assign or appoint a member of the council to administer one or more departments of the municipality; and
  - b. Appoint a person to fill:
    - (1) A municipal office; or
    - (2) A vacancy on a commission or committee of the municipality; and
6. At any reasonable time, examine and inspect the official books, papers, records, or documents of:
  - a. The municipality; or
  - b. Any officer, employee, or agency of the municipality.

CHAPTER 2.08  
CITY COUNCIL

SECTION:

- 2.08.010: Governing Body; The City Council
- 2.08.015: Powers And Duties
- 2.08.020: Regular Meetings; Minimum Vote Required
- 2.08.030: Special Meetings
- 2.08.040: Quorum Defined; Attendance
- 2.08.050: Rules; Expulsion Of Members
- 2.08.060: Vacancies
- 2.08.070: Additional Duties

2.08.010: GOVERNING BODY; THE CITY COUNCIL:

- A. The council:
  1. Exercises any executive or administrative power and performs or supervises the performance of any executive or administrative duty or function that:
    - a. Has not been given to the mayor under section 2.04.020 of this title; or
    - b. Has been given to the mayor under section 2.04.020 of this title but is removed from the mayor under subsection A2a(1) of this section;

2. May:
  - a. Subject to subsections A3 and B of this section, adopt an ordinance:
    - (1) Removing from the mayor any power, duty, or function of the mayor under section 2.04.020 of this title; or
    - (2) Reinstating to the mayor any power, duty, or function previously removed under subsection A2a(1) of this section;
  - b. Adopt an ordinance, [in accordance with Utah Code Annotated, §10-3b-302](#) delegating to the mayor any executive or administrative power, duty, or function that the council has under subsection A1 of this section;
  - c. Subject to subsection 2.04.010A2b(1) of this title:
    - (1) Appoint a manager to perform executive and administrative duties or functions that the council by ordinance delegates to the manager, subject to subsection A3 of this section; and
    - (2) Dismiss a manager appointed under subsection A2c(1) of this section; and
  - d. Assign any or all council members, including the mayor, to supervise or serve as a council liaison to one or more administrative departments, committees, subcommittees, or advisory groups of the municipality; and
3. May not remove from the mayor or delegate to a manager appointed by the council:
  - a. Any of the mayor's legislative or judicial powers or ceremonial functions;
  - b. The mayor's position as chair of the council; or
  - c. Any ex officio position that the mayor holds.
4. Shall perform all duties prescribed by the state statute or by the provisions of this code, and shall perform other acts and take other measures, not inconsistent with law, as is necessary for the efficient government of the city; and
5. May by resolution prescribe additional duties, powers and responsibilities for any elected or appointed official which are not prohibited by any specific statute, except that the:
  - a. Mayor may not serve as recorder or treasurer;
  - b. Recorder may not serve as treasurer; and
  - c. Justice of the peace may not hold any other municipal office or position in the city.
- B. Adopting an ordinance under subsection A2a of this section removing from or reinstating to the mayor a power, duty, or function provided for in section 2.04.020 of this title requires the affirmative vote of:
  1. The mayor and a majority of all other council members; or

2. All council members except the mayor.

2.08.015: POWERS AND DUTIES:

In accordance with Utah Code Annotated, §10-3b-105 ~~Utah code section 10-3b-105~~, the council:

A. Is the legislative body of the municipality and exercises the legislative powers and performs the legislative duties and functions of the municipality;

B. May:

1. Adopt rules and regulations, not inconsistent with statute, for the efficient administration, organization, operation, conduct, and business of the municipality;

2. ~~Prescribe by resolution additional duties, powers, and responsibilities for any elected or appointed municipal official, unless prohibited by statute~~ Prescribe by resolution additional duties, powers, and responsibilities for any elected or appointed municipal official, provided that such duties, powers, and responsibilities are not in conflict with state law and do not infringe upon powers or duties explicitly reserved by statute for other officials or entities;

3. Require by ordinance that any or all appointed officers reside in the municipality;

4. Create any office that the council considers necessary for the government of the municipality;

5. Provide for filling a vacancy in an elective or appointive office;

6. Take any action allowed under Utah Code Annotated, code section § 10-8-84; and

7. Perform any function specifically provided for by statute or necessarily implied by law;

C. Shall set the overall policy direction for the city by:

1. The adoption and oversight of the city's annual budget;

2. The adoption and amendment of city ordinances;

3. Setting city policies;

4. Providing advice and consent on appointments made by the mayor; and

5. Providing advice and consent on the removal or dismissal of appointed officers and department heads;

D. Shall hear and render decisions on appeals of decisions of the planning commission;

E. Shall have right of review.

1. Upon the written request of three (3) members of the city council or two (2) members of the city council and the mayor, the city council shall review any final decision of the planning commission. Requests made pursuant to this section must be filed with the city recorder within ten (10) business days following the date of final action by the planning commission.

2. Upon the written request of three (3) members of the city council or two (2) members of the city council and the mayor, for council review of a decision of the planning commission, the city recorder shall set the date on which the council will hold a hearing. All appeals shall be set for the next regular city council meeting, unless insufficient time exists for public notice as established by state code. At the time of city council review of the matter, the council may uphold the decision of the commission, amend the decision and/or conditions attached to the decision, overturn the decision, or remand the matter back to planning commission for further consideration.

#### 2.08.020: REGULAR MEETINGS; MINIMUM VOTE REQUIRED:

A. The city council shall hold its regular meetings generally on the first and third Wednesdays of each month ~~at least monthly~~. The starting time for each regular meeting is ~~six~~ seven o'clock (6:00) P.M. unless otherwise specified on the posted agenda. Meetings may be cancelled due to lack of quorum, lack of agenda items or any other reason deemed appropriate by the council.

B. An action of the council is not official or of any effect unless the action is taken with a quorum of its members present.

C. The minimum number of yes votes required to pass any ordinance or resolution, or to take any action by the council, unless otherwise prescribed by law, is three (3), a majority of all voting members of the council, without considering any vacancy in the council.

D. Any ordinance, resolution, or motion of the council having fewer favorable votes than required in this section is defeated and invalid.

E. A majority of the council, ~~regardless of number~~, may fill any vacancy in the council in accordance with Utah Code Annotated, §20A-1-510.

F. The consent or concurrence of three (3) or more members is required to confirm an appointment or concur in the removal or dismissal of an appointed officer or department head. (Ord. 2008-15, 8-21-2008)

#### 2.08.030: SPECIAL MEETINGS:

A. 1. In accordance with Utah Code Annotated, §10-3-502, the mayor or two (2) council members may order the convening of a special meeting of the council.

2. Each order convening a special meeting of the council shall:

a. Be entered in the minutes of the council; and

b. Provide at least three (3) hours' notice of the special meeting.

3. The municipal recorder or clerk shall serve notice of the special meeting on each council member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode.

4. The personal appearance by a council member at a special meeting of the council constitutes a waiver of the notice required under subsection A3 of this section.

B. The council may not reconsider or rescind an action of the council at a special meeting, unless there is present at the special meeting at least the number of council members as were present when action was taken.

C. The provisions of subsection 2.08.020C of this chapter apply to a special meeting. (Ord. 2008-15, 8-21-2008)

#### 2.08.040: QUORUM DEFINED; ATTENDANCE:

A. The number of council members necessary to constitute a quorum is three (3), excluding the mayor, but a smaller number of members may:

1. Adjourn a meeting of the council if a quorum is not present;

2. Compel the attendance of its own members; and

3. Provide reasonable penalties as it deems necessary for the failure to comply with an order to attend a council meeting.

B. A council member may be fined if:

1. The member refuses to attend when notified by proper authority that the member's presence is necessary to form a quorum; or

2. The member leaves a council meeting when in session without the consent of the council, when leaving would break the quorum. (Ord. 2008-15, 8-21-2008)

#### 2.08.050: RULES; EXPULSION OF MEMBERS:

A. The council may establish its own rules of procedures for the proper conduct of its meetings.

B. After providing a verbal or written warning the council may reasonably fine or expel any member from a meeting for continued disorderly conduct on a two-thirds (2/3) vote of the members of the council.

#### 2.08.060: VACANCIES:

If a vacancy occurs in the office of mayor or a member of the city council, the city council shall appoint a person to fill the vacancy in accordance with Utah Code Annotated, ~~code section §~~ 20A-1-510. (Ord. 2008-15, 8-21-2008)

#### 2.08.070: ADDITIONAL DUTIES:

Salary increases for additional duties shall be authorized as set forth and provided in Utah Code Annotated, § section 10-3-818 ~~et seq., Utah Code Annotated, 1953, as amended. (Ord. 2008-15, 8-21-2008)~~

### CHAPTER 2.10 – MUNICIPAL ELECTIONS

#### SECTION:

#### 2.10.010: Authority and Compliance

#### 2.10.10: AUTHORITY AND COMPLIANCE:

Municipal elections in Mapleton City shall be conducted in accordance with Utah Code Annotated, Title 20A, Election Code, as amended. This chapter is adopted for the purpose of implementing those provisions of state law applicable to municipalities and designating municipal election responsibilities.

### CHAPTER 2.12

#### OFFICERS GENERALLY

#### SECTION:

#### 2.12.010: Elective Officers

#### 2.12.012: Candidates for Elective Office

#### ~~2.12.015: Municipal Campaign Finance Disclosure~~

#### 2.12.020: Appointive Officers

#### 2.12.030: Eligibility Of Officers

#### 2.12.040: Term Of Appointive Officers

#### 2.12.050: Oaths And Bonds

#### 2.12.060: ~~Salaries~~ Compensation of Officers

#### ~~2.12.070: Salaries Established~~

#### 2.12.0780: Pecuniary Interest Of Officers

2.12.0890: Powers And Duties Of Officers

2.12.1090: Delivery Of Property To Successor

2.12.010: ELECTIVE OFFICERS:

The municipal government of the city is vested in a mayor and council, to be composed of five (5) councilmen members and the mayor, to be elected at large.

### 2.12.012: CANDIDATES FOR ELECTIVE OFFICE

A. Qualifications for elective municipal office shall be governed exclusively by Utah Code Annotated, Title 20A and the Utah Constitution.

B. Candidate filing procedures, filing periods, ballot access requirements, write-in candidacy, and any applicable filing fees shall be administered in accordance with Utah Code Annotated, Title 20A.

C. Campaign finance reporting, disclosure requirements, enforcement, and penalties are governed exclusively by Utah Code Annotated, Title 20A, Chapter 11, and administered by the office of the Lieutenant Governor.

#### ~~A. Candidates For Elective Office:~~

~~1. Qualifications: Candidates for any municipal office shall meet the following qualifications:~~

~~a. Candidates shall be registered voters in the municipality.~~

~~b. Candidates shall be U.S. citizens at the time of filing.~~

~~c. Candidates shall be residents of Mapleton City. Residency can be established by:~~

~~(1) Residing in Mapleton City for the twelve (12) consecutive months immediately before the date of the election; or~~

~~(2) If the candidate resides in an area recently annexed into the city of Mapleton City, the candidate must have resided in the annexed area or the city for twelve (12) months.~~

~~d. Pursuant to Utah constitution article IV, section 6, any mentally incompetent person, any person convicted of a felony, or any person convicted of treason or a crime against the elective franchise may not hold office in this state until the right to vote or hold elective office is restored as provided by statute.~~

~~e. Candidates employed by the city shall terminate their city employment before being sworn in, if elected.~~

~~2. Filing For Elective Office And Filing Fees:~~

~~— a. Declaration Of Candidacy: Each person seeking to become a candidate for a municipal office shall file a declaration of candidacy in person with the city recorder and pay a thirty five dollar (\$35.00) (nonrefundable) filing fee during office hours and not later than five o'clock (5:00) P.M. between July 15 and August 15 of any odd numbered year.~~

~~— b. Nominating Petition: Any resident of a municipality may nominate a candidate for a municipal office by filing a nomination petition with the city recorder and by paying a thirty five dollar (\$35.00) (nonrefundable) filing fee during office hours, but not later than five o'clock (5:00) P.M. between July 15 and August 15 of any odd numbered year.~~

~~— c. Exception For Deadline: When August 15 is a Saturday or Sunday, the filing period shall be extended until five o'clock (5:00) P.M. on the following Monday.~~

~~— d. Write In Candidate: Any person wishing to become a valid write in candidate shall file a declaration of candidacy with the city recorder and by paying a thirty five dollar (\$35.00) (nonrefundable) filing fee not later than fourteen (14) days before the municipal general election. (Ord. 2005-07, 6-15-2005, eff. 6-15-2005)~~

#### 2.12.015: MUNICIPAL CAMPAIGN FINANCE DISCLOSURE:

~~— A. Purpose And Intent: The purpose of this section is to comply with section 10-3-208 of the Utah Code Annotated and to establish campaign financial disclosure requirements for candidates for elective office in Mapleton City.~~

~~— B. Definitions:~~

~~— CANDIDATE: Any person who files a declaration of candidacy for an elective office of the city, or is nominated by a committee or party, or received contributions or made expenditures or consents to another person receiving contributions or making expenditures with a view to bringing about such a person's nomination or election to such office; or causes on his behalf any written material or advertisement to be printed, published, broadcast, distributed or disseminated which indicates an intention to seek such an office.~~

~~— CONTRIBUTION: Monetary and nonmonetary contributions such as in-kind contributions and contributions of tangible things but shall not include personal services provided without compensation by individuals volunteering their time on behalf of a candidate.~~

~~— EXPENDITURE: A purchase, payment distribution, loan, advance, deposit or gift of money or anything of value made for the purpose of influencing the nomination or election of a candidate.~~

~~— MUNICIPAL GENERAL ELECTION: The election held in municipalities on the Tuesday after the first Monday in November of each odd numbered year.~~

~~— MUNICIPAL PRIMARY ELECTION: The election held in municipalities on the Tuesday after the first Monday in October before the municipal general election.~~

~~—C. Filing A Declaration Of Candidacy: The city shall provide a copy of this section to every candidate at the time the candidate files a declaration of candidacy with the city.~~

~~—D. Reporting And Time Of Filing:~~

~~— 1. The city recorder shall, at the time the candidate for municipal office files a declaration of candidacy and again fourteen (14) days before each municipal general election, notify the candidate in writing of:~~

~~— a. The provisions of this section governing the disclosure of campaign contributions and expenditures;~~

~~— b. The dates when the candidate's campaign finance statement is required to be filed; and~~

~~— c. The penalties that apply for failure to file a timely campaign statement, including the statutory provision that requires removal of the candidate's name from the ballot for failure to file the required campaign finance statement when required.~~

~~— 2. A report is considered filed if:~~

~~— a. It is received in the city recorder's office no later than five o'clock (5:00) P.M. on the date that it is due;~~

~~— b. It is received in the city recorder's office with a postmark three (3) days or more before the date that the report was due; or~~

~~— c. The candidate has proof that the report was mailed, with appropriate postage and addressing, three (3) days before the report was due.~~

~~— 3. Each candidate for elected municipal office shall file a signed campaign financial statement with the city recorder containing itemized and total campaign contributions and expenditures as outlined below:~~

~~— a. Candidate Eliminated At The Municipal Primary Election: Candidates who are eliminated at the municipal primary election shall file a campaign financial statement within the thirty (30) days after the municipal primary election.~~

~~— b. Candidates In The Municipal General Election: Candidates in the municipal general election shall file the following campaign financial statements:~~

~~— (1) A first campaign financial statement shall be filed at least seven (7) days, but not more than fourteen (14) days before the municipal general election. The first campaign financial statement shall include contributions received and expenditures made up through and including fifteen (15) days before the municipal general election.~~

~~— (2) A second campaign financial statement shall be filed within the thirty (30) days following the municipal general election. The second campaign financial statement shall include contributions received and expenditures made from fourteen (14) days before the municipal~~

~~general election (all contributions received and expenditures made after the cutoff date for the first campaign financial statement filing period) until the date the candidate files the second campaign financial statement.~~

~~—— (3) If the candidate receives contributions or makes expenditures after the date the candidate files the second campaign financial statement, the candidate shall file an additional campaign financial statement(s) within thirty (30) days of receiving the contribution or making the expenditure.~~

~~—— (4) The campaign financial statement must include the following information:~~

~~—— (A) For each contribution of more than fifty dollars (\$50.00), the name of the donor of the contribution and the amount of the contribution.~~

~~—— (B) An aggregate total of all contributions of fifty dollars (\$50.00) or less received by the candidate.~~

~~—— (C) For each expenditure for a political purpose made during the campaign period, the name of the recipient and the amount of the expenditure.~~

~~—E. Public Information: The statements required by this section shall be public documents and shall be available for public inspection and copying during all regular city business hours.~~

~~F. Penalty For Noncompliance: Any candidate who fails to comply with this section is guilty of an infraction and shall pay a fine of ten dollars (\$10.00) per day for every day they are late up to a maximum fine of seven hundred fifty dollars (\$750.00). Each and every failure to file the required campaign financial statement shall constitute a separate offense. (Ord. 2005-07, 6-15-2005, eff. 6-15-2005)~~

#### 2.12.020: APPOINTIVE OFFICERS:

~~On or before the first Monday in February following a city election, Ithe mayor, with the advice and consent of the council, shall appoint a qualified person to each of the offices of city administrator, recorder, treasurer, police chief, fire chief, and justice court judge, and all other department heads. "Qualified" means the appointee must meet all applicable legal requirements under Utah law for the specific position. The mayor, by and with the advice and consent of the council, may also appoint all such other officers and agents as may be provided for by law or ordinance, and in like manner fill all vacancies among the same, except as otherwise provided by law. All such appointive officers shall continue in office until their successors are appointed and qualified.~~

#### 2.12.030: ELIGIBILITY OF OFFICERS:

~~All elective officers shall be chosen by qualified voters of the city. No person shall be eligible to any elective office who is not a qualified elector of the city nor shall any person be eligible to any office who is a defaulter to the corporation. Additionally, no person shall be eligible for any~~

office if they have unresolved financial obligations to the city. The council may prescribe by ordinance that any or all appointive officers be qualified electors of the city.

#### 2.12.040: TERM OF APPOINTIVE OFFICERS:

A. The city administrator, recorder, treasurer, police chief, fire chief, justice court judge, and all department heads appointed by the mayor, with the advice and consent of the city council, shall remain in office until voluntarily or involuntarily discharged in accordance with state law. With the exception of a justice court judge, which may not be removed involuntarily for no cause and must be removed through the procedures under Utah Code Annotated, Title 78A, Chapter 7. Such officer or department head may be involuntarily discharged for cause or for no cause by the mayor with the concurrence of a majority of the members of the council or by the council, with the concurrence of the mayor. However, if the city administrator, recorder, treasurer, police chief, fire chief ~~justice court judge~~, or any department head is involuntarily discharged for no cause within one year after a change in the city's mayoral seat, such officer or department head is entitled to be paid any unpaid balance of his or her salary due at the date of his or her discharge together with his or her salary at the same rate for a specified number of months, to be determined as follows:

1. If the discharge occurs within six (6) months from the change in the mayoral seat, the officer or department head is entitled to receive his or her salary at the same rate for six (6) additional calendar months following the date of his or her discharge.

2. If the discharge occurs after the end of the sixth month but prior to the end of the seventh month following the change in the mayoral seat, the officer or department head is entitled to receive his or her salary at the same rate for five (5) additional calendar months following the date of his or her discharge.

3. If the discharge occurs after the end of the seventh month but prior to the end of the eighth month following the change in the mayoral seat, the officer or department head is entitled to receive his or her salary at the same rate for four (4) additional calendar months following the date of his or her discharge.

4. If the discharge occurs after the end of the eighth month but prior to the end of the ninth month following the change in the mayoral seat, the officer or department head is entitled to receive his or her salary at the same rate for three (3) additional calendar months following the date of his or her discharge.

5. If the discharge occurs after the end of the ninth month but prior to the end of the tenth month following the change in the mayoral seat, the officer or department head is entitled to receive his or her salary at the same rate for two (2) additional calendar months following the date of his or her discharge.

6. If the discharge occurs after the end of the tenth month but prior to the end of the eleventh month following the change in the mayoral seat, the officer or department head is entitled to receive his or her salary at the same rate for one additional calendar month following the date of his or her discharge.

7. If the discharge occurs after the end of the eleventh month but prior to the end of the twelfth month following the change in the mayoral seat, the officer or department head is entitled to receive his or her salary at the same rate for two (2) additional calendar weeks following the date of his or her discharge.

B. Notwithstanding the foregoing, any officer or department head that is involuntarily discharged for cause is not entitled to any additional compensation, regardless of whether his or her involuntary discharge occurred within one year of a change in the mayoral seat.

#### 2.12.050: OATHS AND BONDS:

All elected officials and officers appointed by the governing body, shall, before they enter upon the duties of their respective office, take the constitutional oath of office. The City Treasurer shall post a bond in the minimum amount set by the State Money Management Council. The City will provide an Employee Theft and Faithful Performance of Duty bond for other employees in an amount it determines adequate. The premium charged for any official bond shall be paid by the City.

~~All officers, whether elected or appointed, shall, before they enter upon the duties of their respective office, take, subscribe and file the constitutional oath of office, and every such officer shall, before entering upon the duties of his office, execute a bond with good and sufficient sureties, payable to the city, in such penal sum as may by resolution or ordinance be directed, and conditioned for the faithful performance of the duties of his office and the payment of all monies received by such officer according to the laws of the city; provided, that the treasurer's bond shall be fixed at a sum not less than two thousand five hundred dollars (\$2,500.00). The bonds of the councilmen shall be approved by the mayor and the bonds of all other officers shall be approved by the council. The premium charged by a corporate surety for any official bond shall be paid by the city. (1986 Code)~~

#### 2.12.060: SALARIES COMPENSATION OF OFFICERS:

A. The elected, appointed, and statutory officers shall receive such compensation for their services as the city council may fix, adopting compensation or compensation schedules enacted after public hearing.

B. The council shall comply with Utah Code Annotated, § 10-3-818 in setting compensation for elected and statutory officers.

~~A. The elective and appointive officers of the city shall receive such compensation for their services as the council may fix by ordinance, adopting compensation or compensation schedules enacted after public hearing.~~

~~B. Upon its own motion the council may review or consider the compensation of any officer of the city or a salary schedule applicable to any officer for the purpose of determining whether or not it should be adopted, changed or amended. In the event that the council decides that~~

~~such compensation or compensation schedules should be adopted, changed or amended, it shall set a time and place of a public hearing at which all interested persons shall be given an opportunity to be heard.~~

~~—C. Notice of the time, place and purpose of the meeting shall be published at least seven (7) days prior thereto by publication in at least one issue of a newspaper published in the county within which the city is situated and generally circulated in the city, if there is one; otherwise, by posting in three (3) conspicuous places within the city.~~

~~—D. After the conclusion of the public hearing, the council may enact an ordinance fixing, changing or amending the compensation of any elective or appointive officer of the city or adopting a compensation schedule applicable to any officer.~~

~~—E. The compensation of all city officers shall be paid at least monthly out of the treasury. (1986 Code)~~

#### 2.12.070: SALARIES ESTABLISHED:

~~—A. The annual salaries of the following officers of the city shall be set by ordinance:~~

~~—1. Mayor.~~

~~—2. Councilmen.~~

~~—3. Treasurer.~~

~~—4. Recorder.~~

~~—5. City administrator.~~

~~—6. Police chief.~~

~~—7. Municipal court judge.~~

~~—B. All appointive officers shall receive such salary as may be fixed by the council. (Ord. 99-07)~~

#### 2.12.0870: PECUNIARY INTEREST OF OFFICERS:

No officer of the city shall be directly or indirectly interested in any contract, work or business, or in the sale of any article, the expense, price or consideration of which is paid from the treasury or in any other consideration, or favor as provided or prohibited by state law.

#### 2.12.0980: POWERS AND DUTIES OF OFFICERS:

The duties, powers and privileges of all officers in any way connected with the city government not defined in this chapter shall be defined by the council [and Utah Code Annotated, § 10-3-9](#), and the defining by this chapter of the duties of city officers shall not preclude the council from defining further any additional duties to be performed by any such officer.

~~2.12.10~~90: DELIVERY OF PROPERTY TO SUCCESSOR:

If any person, having been an officer of this city, shall not, within five (5) days after notification and request, deliver to his successor in office all property, papers and effects of every description in his possession belonging to the city or appertaining to the office he held, he shall be deemed guilty of a misdemeanor.

CHAPTER 2.14  
CITY ADMINISTRATOR

SECTION:

2.14.010: Office Created

2.14.020: Control

~~2.14.030: Appointment~~

~~2.14.040: Bond~~

~~2.14.050: Term Of Office~~

2.14.03~~60~~: Employment Agreements

2.14.04~~70~~: Resignation

~~2.14.080: Salary~~

2.14.05~~90~~: Office And Time Spent

~~2.14.10~~60: Residence

~~2.14.11~~70: Powers, Duties And Obligations

~~2.14.12~~80: Department Cooperation

~~2.14.13~~90: Planning And Zoning

~~2.14.140: Performance Evaluation~~

2.14.15~~00~~: Powers Of The Mayor Not Delegated

2.14.010: OFFICE CREATED:

The office of city manager, which shall hereby and hereafter be known as "city administrator", is hereby created ~~and established pursuant to section 10-3-924 of the Utah Code Annotated (1953), as amended.~~

#### 2.14.020: CONTROL:

The powers, duties and functions of the office of city administrator shall be subject to the control of the mayor consistent with policies of the governing body.

#### 2.14.030: APPOINTMENT:

~~The mayor shall appoint the city administrator, upon advice and consent of the city council. The city administrator shall be appointed wholly on the basis of his or her administrative and executive ability and qualifications. (Ord. 99-07)~~

#### 2.14.040: BOND:

~~Before taking office, the city administrator shall furnish a fidelity bond in the amount of one hundred thousand dollars (\$100,000.00), conditioned upon the faithful performance of his or her duties with a corporation licensed to do business in this state as surety. Such bond shall be filed with the city recorder after being approved by the governing body of Mapleton City. (Ord. 00-01)~~

#### 2.14.050: TERM OF OFFICE:

~~The city administrator shall serve at the pleasure of the governing body and may be removed at any time, with or without cause, by a majority vote of the city council as then constituted, convened in a regular city council meeting, subject, however to the provisions of the next succeeding subsections.~~

~~—A. Notice: In the case of intended removal by the city council, the city administrator shall be furnished with a written notice stating the city council's intention to remove him or her, at least thirty (30) days before the effective date of his or her removal.~~

~~—B. Meeting: Within seven (7) days after the delivery to the city administrator of such notice of intention to remove, he or she may, by written notification to the mayor or any member of the city council, request a confidential executive meeting with the city council. Thereafter the city council shall fix a time for the meeting which shall be held at its usual meeting place, but before the expiration of the thirty (30) day period, at which the city administrator shall appear and be heard.~~

~~—C. Discretion Of The Council: In removing the city administrator, the city council may use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the meeting.~~

~~—D. Limitation On Removal: Notwithstanding the provisions of this section hereinabove set forth, the city administrator shall not be removed from office, during or within a period of ninety (90) days next succeeding any general municipal election held in the city at which a member of the city council is elected or when a new member of the city council is appointed; the purpose of this provision is to allow any newly elected or appointed member of the city council or a reorganized city council to directly observe the actions and abilities of the city administrator in the performance of the powers and duties of his or her office. After the expiration of said ninety (90) day period aforementioned, the provisions of this section as to the removal of said city administrator shall apply and be effective. (Ord. 00-21)~~

#### 2.14.0360: EMPLOYMENT AGREEMENTS:

Nothing in this chapter shall be construed as a limitation on the power or authority of the city council to enter into any supplemental agreement with the city administrator delineating additional terms and conditions of employment not inconsistent with any provisions of this chapter. (Ord. 99-07)

#### 2.14.0470: RESIGNATION:

Before voluntarily resigning from the position of city administrator, the city administrator shall give the city council thirty (30) days' notice in writing of his or her intention to resign.

#### 2.14.080: SALARY:

~~The salary and other compensation of the city administrator shall be set from time to time by the city council. On termination of employment of the city administrator by reason of involuntary removal from service, severance pay shall be paid by the city in an amount equal to four (4) weeks of the city administrator's salary at the time of dismissal. Involuntary removal from service shall include, but not be limited to, reductions in force, forced resignation and reductions in pay not consistent with the policies applicable to all employees of the city. (Ord. 00-21)~~

#### 2.14.0590: OFFICE AND TIME SPENT:

The city administrator shall maintain an office in the city hall and shall spend such time in the performance of the duties of the city administrator as is necessary or may be required from

time to time by the city council. The city administrator shall not accept any outside employment in addition to employment by the city without prior approval of the city council.

#### 2.14.4060: RESIDENCE:

The city administrator need not be a resident or qualified elector of Mapleton City at the time of the city administrator's appointment or thereafter.

#### 2.14.41070: POWERS, DUTIES AND OBLIGATIONS:

Pursuant to the policies and programs established by the city council of Mapleton City, and under the general direction and oversight of the mayor, the city administrator shall:

- A. Be responsible for managing the internal affairs of the city; develop, recommend and implement city policies, practices, rules, regulations and procedures; report to the mayor and city council; advise the mayor and city council regarding policy options and implementation procedures; carry out legislative directives and decisions.
- B. Establish and maintain effective working relationships with the mayor and city council, department heads, citizen committees, special interest groups, employees, press, contractors, public vendors and representatives from other city, county, special district, state and federal agencies; issue public statements to the press and respond to questions from the press related to city management, policies, procedures and administrative decisions.
- C. Be responsible for the full and effective use of city personnel by establishing, in consultation with department heads, overall department objectives, priorities and standards consistent with the goals and objectives of the mayor and city council; serve as a facilitator in the achievement by city departments of mayor and city council goals and in coordinating with department heads for effective implementation of city service levels, ordinances, resolutions, rules, regulations and directives; exercise managerial control to ensure that the Mapleton City government and its respective departments function in the most efficient and effective manner.
- D. Plan city financial operations and supervise the activities of the recorder/finance director and keep the mayor and city council at all times advised as to the financial condition and needs of the city; solicit and assign responsibility for the administration of grants; deliver financial reports to the city council as needed; supervise the preparation and administration of the budget under the direction of the mayor and city council; act as the budget officer as established by the uniform fiscal procedures act for the Utah cities as passed and amended by the Utah state legislature; ensure that all executive procedures and activities are in compliance with the uniform fiscal procedures act for Utah cities and Utah money management act as passed and amended by the Utah state legislature; assure conformity to financial goals and budgets; conduct internal investigations, examine books, records and official papers of any

office department, agency, board or commission of the city as needed to assure integrity of operations and prevent impropriety.

E. Represent the city at various meetings or other functions and respond to requests or inquiries about city policies, rules, ordinances, regulations, resolutions or services rendered by the city government.

F. Enforce all applicable laws, ordinances, rules and regulations of the city. Assure that all franchises, leases, permits, licenses, contracts and privileges granted by Mapleton City are fully performed and observed.

G. Recommend and prepare for considerations by the mayor and city council and advisory committees long range strategic plans and programs to provide for the health, safety and welfare of the current and future inhabitants of Mapleton City in accordance with the Mapleton City vision statement; review and supervise the preparation of the capital facilities plan; review and supervise the preparation of an impact fee analysis; implement a comprehensive maintenance and replacement program for all city owned facilities, infrastructure, and equipment; furnish reports to the mayor and city council.

H. Be responsible for the overall personnel management function; prepare a staffing plan for city council approval; approve all job descriptions; approve all employment advertising; participate in employment interviews; approve final selection of job applicants; extend or approve extension of job offers; supervise annual employee evaluations; supervise the development of annual salary scale for recommendation to the governing body; implement city personnel ordinance and rules and regulations adopted by the city council; have authority to appoint and remove all employees of Mapleton City except the following named officers for whom he or she shall have the responsibility to recommend their appointment or removal to the mayor: city recorder, city treasurer, city attorney, fire chief, police chief, city engineer, and other department heads; occupy a step in the appeals process available to employees with grievances; monitor personnel actions, promotion, discipline, demotion, separation and reclassification; coordinate personnel decisions with department heads; coordinate activities of the city attorney, city engineer and other individuals rendering professional services under contract with the city.

I. Supervise the management of city data processing and information systems; determine software and hardware needs.

J. Act as the city risk manager and implement policies and procedures related to risk elimination, reduction or transfer; acquire insurance.

K. Investigate into the affairs of the city and any department or division thereof, and any contract for the proper performance of any obligation of the city.

L. Recommend to the mayor and city council the creation of all necessary departments, divisions, bureaus and offices necessary for the government of the city; prepare recommendations for the mayor and city council regarding the addition, deletion or reduction in municipal services.

M. Attend and participate in all meetings of the city council but shall not vote in such meetings.

N. Keep a current inventory accounting for real and personal property of the city and its location.

O. Perform all other duties, obligations and exercise the powers set forth by ordinance, resolution, regulation, or directive imposed by the governing body.

#### 2.14.12080: DEPARTMENT COOPERATION:

The city administrator shall have direct supervisory responsibility for the city recorder and all department heads/~~finance director, planning and zoning director, police chief, fire chief, ambulance director, court, public works director and literacy center director.~~ It shall be the duty of all subordinate city employees and officers ~~and the city engineer, city treasurer and city attorney~~ to cooperate with the city administrator in administering the affairs of the city efficiently, economically and harmoniously.

#### 2.14.13090: PLANNING AND ZONING:

Notwithstanding the foregoing, the city administrator shall exercise no authority over the planning commission.

#### 2.14.1420: PERFORMANCE EVALUATION:

~~The mayor and city council shall, not less than annually, evaluate the performance of the city administrator in a meeting between the city administrator and the governing body. This meeting shall serve as a forum to evaluate past performance of the city administrator and to establish goals and objectives for the coming year. (Ord. 99-07)~~

#### 2.14.1500: POWERS OF THE MAYOR NOT DELEGATED:

Nothing herein shall be construed to delegate to the city administrator the legislative and judicial powers of the mayor, his position as chairman of the governing body or any ex officio position which the mayor shall hold.

### CHAPTER 2.16

### RECORDER

#### SECTION:

#### 2.16.010: Record Keeping Duties

2.16.020: Warrants General Duties

2.16.030: Payment Of Claims

2.16.040: Payment Of Money And Filing Of Receipts

2.16.050: Recording Of Ordinances

2.16.060: Contracts

2.16.070: Financial Statements

2.16.080: Annual Financial Reports; Independent Audit Reports

2.16.090: Statement Of Financial Condition

2.16.010: RECORD KEEPING DUTIES:

The recorder shall keep ~~his~~ **an** office at the place of meeting of the council or at some other place convenient thereto as the council may direct. ~~He~~ The recorder shall keep the corporate seal and all papers and records of the city and shall keep a record of the proceedings of the council, whose meetings it shall be the recorder's ~~his~~ duty to attend. Copies of all papers filed in the recorder's ~~his~~ office and transcripts from all records of the council, certified by the recorder ~~him~~ under the corporate seal, shall be evidence in all courts as if the originals thereof were produced. The recorder shall be ex officio the auditor and shall perform the duties of such office, including but not limited to pre-auditing claims, maintaining financial records, and ensuring the proper administration of city funds. The recorder shall accurately record all ordinances and resolutions passed by the city council in a book kept for that purpose. The recorder she shall certify to the publication of all ordinances and retain the affidavits of publication. The recorder shall attest all papers signed by the mayor in his/her official capacity. The recorder shall also keep, in a book provided for that purpose, the names of persons elected or appointed to any office, commission, board or committee within the City, together with the dates on which they entered upon the duties of their respective offices or positions and the date of their resignation or removal therefrom.

2.16.020: GENERAL DUTIES

The City recorder shall perform such other duties as may be required by city ordinance or state law.

2.16.020: WARRANTS:

~~In the event the city is without funds on deposit in one of its appropriate bank accounts with which to pay any lawfully approved claim, the recorder shall draw and sign a warrant upon the treasurer for payment of the claim, the warrant to be tendered to the payee named thereon. (1986 Code)~~

#### ~~2.16.030: PAYMENT OF CLAIMS:~~

~~—A. The recorder shall maintain or cause to be maintained the general books for each fund of the city and all subsidiary and detailed records relating thereto, including a list of the outstanding bonds, for what purpose, when and where payable, and the rate of interest they respectively bear, together with the amount of each outstanding.~~

~~—B. The city auditor or city recorder, as appropriate, shall keep accounts with all receiving and disbursing officers of the city, shall preaudit all claims and demands against the city before they are allowed, and shall prepare the necessary checks in payment. Such checks shall include an appropriate certification pursuant to Utah Code Annotated section 11-1-1, examples of which shall be presented in the "Uniform Accounting Manual For Utah Cities". The city auditor or city recorder shall also certify on the voucher or check copy, as appropriate, that:~~

~~— 1. The claim has been preaudited and documented;~~

~~— 2. The claim has been approved in one of the following ways:~~

~~— a. Purchase order directly approved by the mayor in the council mayor optional form of government, or the governing body or its delegate in other cities,~~

~~— b. Claim directly approved by the governing body, or~~

~~— c. Claim approved by the financial officer;~~

~~— 3. The claim is within the lawful debt limit of the city; and~~

~~— 4. The claim does not overexpend the appropriate departmental budget established by the governing body. (1986 Code)~~

#### ~~2.16.040: PAYMENT OF MONEY AND FILING OF RECEIPTS:~~

~~The recorder shall pay into the treasury all money belonging to the city coming into his hands by virtue of his office, and shall take a receipt for the same, which receipts shall be filed with other papers in the recorder's office. He shall keep a list of all property coming into his possession from his predecessor in office, and by purchase during his term, and deliver the list, together with the property, to his successor in office. (1986 Code)~~

#### ~~2.16.050: RECORDING OF ORDINANCES:~~

~~The recorder shall keep and file a copy of each ordinance hereafter passed by order of the council showing all amendments and additions, and those ordinances repealed. It shall be the duty of the recorder to update the Mapleton City code on the city's official website to reflect all ordinances, amendments, additions and repeals. (Ord. 2013-04, 2-19-2013, eff. 4-1-2013)~~

#### 2.16.060: CONTRACTS:

~~The recorder shall countersign all contracts made on behalf of the city, and every contract made on behalf of the city or to which the city is a party shall be void unless signed by the recorder. He shall maintain a record of all contracts, properly indexed, which record shall be open to the inspection of all interested persons. (1986 Code)~~

#### 2.16.070: FINANCIAL STATEMENTS:

~~The recorder shall prepare and present to the council the following financial statements:~~

~~—A. As of the end of each month a summary of cash receipts and disbursements by funds of appropriate groups of funds, showing in total, the beginning cash and invested balances, the receipts and disbursements separately for the period, and cash and invested balances in each fund or groups of funds at the end of the period;~~

~~—B. As of the end of such periods as the council may direct, but not less often than once each quarter, a statement of revenues and expenditures and comparison with the budget of the general fund, including a comparison of actual expenditures for the period with the allotments pertaining thereto;~~

~~—C. A statement of income and expense of each utility fund, reflecting operations to date in the current year, and a comparison thereof with operating results for the same period during the preceding year;~~

~~—D. As of the end of such periods as the council may require, a condensed statement of receipts and disbursements and comparison with the cash budget of each utility fund, including a comparison of actual disbursements for the period with allotments pertaining thereto;~~

~~—E. Such statements of operations in other special funds or reports on financial condition at such times as the council may require. (1986 Code)~~

#### 2.16.080: ANNUAL FINANCIAL REPORTS; INDEPENDENT AUDIT REPORTS:

~~Within one hundred eighty (180) days after the close of each fiscal year the city recorder or other delegated person in cities of the third class shall present to the governing body an annual financial report prepared in conformity with generally accepted accounting principles, as prescribed in the "Uniform Accounting Manual For Utah Cities". This requirement may be satisfied by presentation of the audit report furnished by the independent auditor, if the financial statements included therein are appropriately prepared and reviewed with the governing body. Notwithstanding the acceptability of the audit report furnished by the independent auditor in substitution for financial statements prepared by an officer of the city, the governing body has the responsibility for the financial statements included therein. The~~

~~independent auditor has the responsibility of reporting whether the governing body's financial statements are prepared in conformity with generally accepted accounting principles. Copies of the annual financial report or the audit report furnished by the independent auditor shall be filed with the state auditor and shall be filed as a public document in the office of the city recorder. (1986 Code)~~

#### 2.16.090: STATEMENT OF FINANCIAL CONDITION:

~~The recorder shall prepare on or before the first Monday in October of each year, a detailed statement of the financial condition of the city, and of all the revenues and expenditures for the previous year. (1986 Code)~~

### CHAPTER 2.20 TREASURER

#### SECTION:

2.20.010: Duties Generally

2.20.020: ~~Issuance Of Checks~~ Fiscal Procedures

2.20.030: Warrants

2.20.040: ~~Receipts For Payment Of Money~~

2.20.050: ~~Deposit Of City Funds; Commingling With Personal Funds Unlawful~~

2.20.060: Financial Reports

2.20.070: Special Assessments

#### 2.20.010: DUTIES GENERALLY:

The City Treasurer shall: 1) be the custodian of all money, bonds or other securities of the City; 2) determine the cash requirements of the City and provide for the investments of all idle cash; 3) receive all public funds and money payable to the City, within three (3) business days after collection, including all taxes, license's, fines, intergovernmental revenue, and keep an accurate detailed account thereof in the manner provided in the Uniform Fiscal Procedures Act for Utah Cities, and as the City Council may, by ordinance or resolution, from time to time direct; 4) collect all special taxes and assessments as provided by law and ordinance.

#### 2.20.020 FISCAL PROCEDURES

The City Treasurer shall act in conformance with and comply with the procedures set forth in Utah Code Annotated, Title 10 Chapter 6 (Uniform Fiscal Procedures Act for Utah Cities).

The city treasurer shall:

- ~~—A. Be custodian of all money, bonds or other securities of the city;~~
- ~~—B. Determine the cash requirements of the city and provide for the investment of all idle cash;~~
- ~~—C. Receive all money payable to the city, within three (3) business days after collection, including all taxes, licenses, fines and intergovernmental revenue, and keep an accurate detailed account thereof in the manner provided in this chapter, and as the governing body of the city may by ordinance or resolution from time to time direct; and~~
- ~~—D. Collect all special taxes and assessments as provided by law and ordinance. (1986 Code)~~

#### **2.20.020: ISSUANCE OF CHECKS:**

~~The treasurer or such other person as the council may by resolution designate shall sign all checks prepared by the recorder. Prior to affixing the signatures, the treasurer or such other person shall determine that sufficient funds are on deposit in the appropriate bank account of the city to honor such check. The treasurer shall make provision for payment of all warrants issued before signing any subsequently issued checks. (1986 Code)~~

#### **2.20.030: WARRANTS:**

~~The treasurer shall pay all warrants in the order in which presented and as money becomes available for payment thereof in the appropriate funds of the city. The treasurer shall note upon the back of each warrant presented to him the date of presentation and the date of payment. (1986 Code)~~

#### **2.20.040: RECEIPTS FOR PAYMENT OF MONEY:**

~~The treasurer shall give or cause to be given to every person paying money to the treasury a receipt or other evidence of payment therefor, specifying the date of payment and upon what account paid; shall file the duplicate of such receipt or other evidence of payment in the office of the recorder. (1986 Code)~~

#### **2.20.050: DEPOSIT OF CITY FUNDS; COMMINGLING WITH PERSONAL FUNDS UNLAWFUL:**

~~The treasurer shall promptly deposit all city funds in the appropriate bank accounts of the city. It shall be unlawful for any person to commingle city funds with his or her own money. Whenever it shall appear that the treasurer or any other officer is making profit out of public money, or is using the same for any purpose not authorized by law, such treasurer or officer shall be suspended from office. (1986 Code)~~

#### ~~2.20.060: FINANCIAL REPORTS:~~

~~The treasurer shall report to the council at such times as may be prescribed by it, giving a full and detailed account of the receipts and expenditures since his last report, and the condition of the treasury. He shall also keep a registry of all warrants redeemed and paid, and the person to whom paid, specifying also the time of payment. All such warrants shall be examined by the council at the time of making such report. (1986 Code)~~

#### ~~2.20.070: SPECIAL ASSESSMENTS:~~

~~All money received by the treasurer on any special assessment shall be applied to the payment of the improvement for which the assessment was made. Such money shall be used for the payment of interest and principal on bonds or other indebtedness issued in settlement thereof, and shall be used for no other purpose whatever. (1986 Code)~~

### CHAPTER 2.24

#### DIRECTOR OF PUBLIC SAFETY

##### SECTION:

##### 2.24.010: Appointment

##### 2.24.020: Duties And Powers

##### 2.24.030: May Hold Other Offices

##### 2.24.010: APPOINTMENT:

The Director of Public Safety shall be a resident of the City, appointed by the Mayor and a majority vote of the City Council. This exempt position shall serve at the pleasure of the City Council and may be removed by the City Council at any time upon a majority vote of the Council.

##### 2.24.020: DUTIES AND POWERS:

The Director of Public Safety shall be the Chief Administrative Officer of the Police Department and Fire Department. It shall be the Director's duty to supervise all employees and volunteers of the said departments and to coordinate the activities of said departments providing emergency services to the public. The Director shall also be the Budget Officer of said departments and as such shall be responsible for funds appropriated for the operation thereof.

#### 2.24.030: MAY HOLD OTHER OFFICES:

With the approval of the City Council the Director of Public Safety may hold any office in any of the departments which they supervise, as long, as they are trained, experienced and qualified to do so.

#### CHAPTER 2.26 POLICE DEPARTMENT

##### SECTION:

2.26.010: Creation Of Police Department

2.26.020: Certification Of Officers

2.26.030: Oath Of Office

2.26.040: Duties Of Peace Officers

2.26.050: Conduct

2.26.060: Traffic Enforcement

2.26.070: Temporary Street Closure

2.26.080: Rights Of Arrest

2.26.090: Property Held By Department

2.26.100: Disposal Of Unclaimed Property

#### 2.26.010: CREATION OF POLICE DEPARTMENT:

Under the direction of the Director of Public Safety, or the city administrator in the absence of a director of public safety, the department shall include a Chief of Police. The Chief of Police shall reside within fifteen (15) miles of the city limits. The Chief of Police shall be appointed by the Mayor and a majority vote of the City Council. This exempt position shall serve at the pleasure of the City Council and may be removed by the City Council at any time upon a majority vote of the Council. With the approval of the City Council the Chief of Police may hold any office in any of the departments which they supervise, as long, as they are trained, experienced and qualified to do so.

The Police Department shall consist of a Chief of Police, and such other peace officers and employees as may be provided for from time to time by the City Council.

#### 2.26.020: CERTIFICATION OF OFFICERS:

No person shall serve as a peace officer of the City unless such person is certified as a peace officer as required by Utah State law.

2.26.030: OATH OF OFFICE:

All peace officers for the City shall, before they enter upon the duties of their respective offices, take, subscribe, and file the constitutional oath of office.

2.26.040: DUTIES OF PEACE OFFICERS:

It shall be the duty of the Police Department in the City at all times to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in the public streets, roads, and highways, enforce every law relating to the suppression of offenses and perform all other duties required of them by Federal law, State law, and ordinance or resolution of the City Council.

2.26.050: CONDUCT:

It shall be the duty of each member of the Police Department to conduct himself or herself in a proper and law-abiding manner at all times and to avoid the use of unnecessary force. Each member of the department shall obey the orders and directions of his superior, as well as the adopted policies and procedures of the Mapleton City Police Department. The Chief of Police may promulgate rules and regulations to govern the conduct and duties of the members of the Police Department which shall take effect upon approval of such regulations by the City Council.

2.26.060: TRAFFIC ENFORCEMENT:

It shall be the duty of the Police Department to enforce the street traffic regulations of all State and local vehicle laws and/or ordinances applicable to street traffic in the City, to make arrests and/or issue citations for traffic violations, to investigate accidents, and to cooperate with the officials of the City in the administration of the traffic laws and in developing ways and means to improve traffic conditions.

2.26.070: TEMPORARY STREET CLOSURE:

The Chief of Police, or his/her designee, may whenever they shall determine it to be necessary for the public safety temporarily close all or any portion of a public street and restrict public travel thereon or use thereof.

#### 2.26.080: RIGHTS OF ARREST:

The Police Department shall have the power and authority, without process, to arrest and take into custody any person who shall commit or threaten or attempt to commit in the presence of such officer, or within his view, any breach of the peace, or any offense directly prohibited by the laws of this State or by ordinance.

#### 2.26.090: PROPERTY HELD BY DEPARTMENT:

All lost, stolen, embezzled, abandoned, or otherwise unclaimed property which comes into the possession of the Police Department shall be delivered into the custody of the Chief of Police or a member of the department designated to have custody of such property. It shall be the duty of the person having custody of such property to enter into a suitable book, a description of every article of property, to attach a number to each article and make corresponding entry thereof, and to make every reasonable effort to locate the owner thereof. When property alleged to have been stolen or embezzled comes into the custody of the Police Department, it shall be held subject to the order of a magistrate authorized by law to direct the disposal thereof.

When money or other property is taken from a defendant arrested upon the charge of a public offense, the officers taking it shall at the time make duplicate receipts therefor specifying particularly the amount of money or the kind of property taken, one of which receipts shall be delivered to the defendant, and the other, with the property, at once to the Chief of Police or other person designated by him to have custody of such property.

#### 2.26.100: DISPOSAL OF UNCLAIMED PROPERTY:

In the event that an owner of any lost, stolen, embezzled, abandoned, or otherwise unclaimed property cannot be found within three (3) months after such property comes into the possession of the Police Department, or if the owner does not claim or redeem such property within three (3) months after notification, the Police Department may advertise the sale of such property once a week for two (2) consecutive weeks in a newspaper published in the City and may, on the date specified in such advertisement, offer at public sale for the highest and best price obtainable, all such property thereon listed. The price received for each article sold and the name of the purchaser thereof shall be entered in the register kept by the person having custody of such property, and all money received from such sale shall be delivered to the City Treasurer.

#### CHAPTER 2.28

#### JUSTICE OF THE PEACE COURT

#### SECTION:

## 2.28.010: General Provisions

### 2.28.010: GENERAL PROVISIONS:

A. ~~Each municipality which does not have a municipal department of the circuit court may, in the manner it appoints other officers, appoint a justice of the peace. Justices of the peace shall be appointed to terms of four (4) years beginning the first Monday in February 1980; provided, that justices now holding office or appointed to fill any vacancy shall hold office until the successor is duly appointed and qualified. Municipal justices of the peace may be removed from office in the same manner as county justices.~~ The city may appoint municipal justice court judges by following the procedures under Utah Code Annotated, Title 78A, Chapter 7. Municipal justice court judges are subject to retention elections. The term of a justice court judge is six (6) years beginning the first Monday in January following the date of appointment or retention election. Justices currently holding office or appointed to fill any vacancy shall hold office until their successor is duly appointed and qualified. Municipal justice court judges may be removed from office in accordance with the provisions governing the removal of judges under state law.

B. ~~If a vacancy shall occur in the office of a municipal judge, the mayor, by and with the consent of the council, shall forthwith fill such vacancy by appointment for the unexpired term. The person appointed shall qualify in the same manner as a municipal justice and shall have and exercise all the powers conferred by law upon such municipal justice. In case any municipal justice shall for any reason be unable or disqualified to perform the duties of his office, or shall be absent, the mayor shall appoint some other justice of the peace residing within the county to act as the municipal justice of the peace pro tempore, and he shall have and discharge the duties as such municipal justice might have, but during the existence of such disability or absence only.~~ If a vacancy occurs in the office of a municipal justice court judge, the city shall notify the Judicial Nominating Commission, and the vacancy shall be filled in accordance with the procedures set forth in Utah Code Annotated § 78A-7-202. The appointed individual shall serve for the remainder of the unexpired term, subject to retention elections as provided by law. In cases where a municipal justice court judge is unable or disqualified to perform their duties, or is temporarily absent, the mayor may appoint a qualified justice court judge pro tempore, in accordance with judicial procedures established by Utah law, to serve during the period of such disability or absence.

C. ~~The salary of the municipal justices of the peace~~ justice court judges shall be set by ordinance in the manner prescribed by Utah Code Annotated § ~~78A-7-206~~ ~~78-5-29~~.

D. All fees, fines, forfeitures or any other sums collected by justice courts ~~the justice of the peace~~ shall be paid to the municipal treasurer within seven (7) days of receipt.

E. Whenever there is a vacancy in the office of a ~~municipal justice of the peace~~ justice court judge, the municipality may contract with the county or another municipality to share the

services of a justice. The contract shall be for the same term as the term of the justice whose services are sought. Municipalities may contract for the services of a county or municipal justice during their entire term at any time there is a vacancy in the office of municipal justice. Vacancies may be created by refusing to reappoint a person to the office of justice of the peace. (1986 Code)

CHAPTER 2.32  
FIRE DEPARTMENT

SECTION:

- 2.32.010: Purpose
- 2.32.020: City Employees Of Department
- 2.32.030: Volunteers Of Department
- 2.32.040: Standing Operating Procedures
- 2.32.050: Compensation
- 2.32.060: Right-Of-Way
- 2.32.070: Blockade Streets
- 2.32.080: Entering Upon Premises
- 2.32.090: Maintenance Of Apparatus And Vehicles
- 2.32.100: Interference With Apparatus And Vehicles
- 2.32.110: Removal Of Obstructions
- 2.32.120: Use Of Water
- 2.32.130: Investigation
- 2.32.140: Conformance With State Law
- 2.32.150: EMS Operations

2.32.010: PURPOSE:

There is hereby established a combined fire and EMS service in the City to be known as the Mapleton City Fire Department. The department will consist of full-time and part-time employees and volunteers. Its purpose shall be the preservation and protection of life and property from and during fires, rescues and EMS emergencies as may occur in Mapleton City and Utah County, Utah.

#### 2.32.020: CITY EMPLOYEES OF DEPARTMENT:

Under the direction of the Director of Public Safety, or the City Administrator in the absence of a Director of Public Safety, the department shall include a Fire Chief, who shall be an exempt full-time or part-time employee of the City and shall reside within fifteen (15) miles of the City limits. The Fire Chief shall be appointed by the Mayor and with a majority vote of the City Council. This exempt position shall serve at the pleasure of the City Council and may be removed by the City Council at any time upon a majority vote of the Council.

Employees of the department shall be under the supervision of the Fire Chief, and shall perform such duties as may be prescribed by the Fire Chief.

#### 2.32.030: VOLUNTEERS OF DEPARTMENT:

Volunteers of the department, including on-call volunteers shall be appointed by the Fire Chief and shall perform such duties as may be prescribed by the Fire Chief. The volunteer position is considered an exempt position and a volunteer may be removed by the Fire Chief and the City Administrator at any time.

#### 2.32.040: STANDING OPERATING PROCEDURES:

The members of the department who are volunteers may adopt standing operating procedures, and such other rules and regulations as may be necessary for the effective operation of the department, hereafter referred to as "association", including requirements for membership therein. All such rules and regulations governing the operation of the by-laws shall be approved by the Fire Chief and City Council. The association by-laws do not apply to full-time or part-time paid employees of the department.

#### 2.32.050: COMPENSATION:

Compensation for all employees and volunteers of the department shall be fixed by resolution of the City Council during the annual budget.

#### 2.32.060: RIGHT-OF-WAY:

City fire engines, fire trucks, ambulance vehicles, and other emergency response vehicles are hereby declared to be emergency vehicles and shall have all of the rights-of-way and exemptions from traffic regulations that are provided by State law.

#### 2.32.070: BLOCKADE STREETS:

It shall be lawful for the Fire Chief or the officer in command to blockade any street, avenue, alley, sidewalk, or other place if in his or her judgment it is necessary to secure the efficient working of the members of the department. It shall be unlawful for any person to break through said blockade.

#### 2.32.080: ENTERING UPON PREMISES:

During emergencies, or upon consent of the property owner, the Fire Chief or the officer in command have the right to enter upon any premises at all reasonable hours for the purpose of inspecting the same.

#### 2.32.090: MAINTENANCE OF APPARATUS AND VEHICLES:

All vehicles and equipment shall be kept in proper condition for immediate use.

#### 2.32.100: INTERFERENCE WITH APPARATUS AND VEHICLES:

Any person who may use or in any way interfere with any of the apparatus or vehicles, without the consent of the Fire Chief, shall be guilty of a misdemeanor.

#### 2.32.110: REMOVAL OF OBSTRUCTIONS:

The Fire Chief, or the officer in command, may order the removal or destruction of any building, fence, or any telephone, telegraph or electric light poles or wires or any other obstruction in order to prevent the progress of the emergency, but neither the Fire Chief nor any other officer or member of the department shall unnecessarily or recklessly destroy or injure any building or other property.

#### 2.32.120: USE OF WATER:

The Fire Chief, or the officer in command, shall have the right to use water from any source for the purpose of an emergency.

#### 2.32.130: INVESTIGATION:

The Fire Chief, or the officer in command, shall make a prompt and thorough investigation of the cause of the incident and shall make a written report on each incident in accordance with City records retention policy.

#### 2.32.140: CONFORMANCE WITH STATE LAW:

The department established by this chapter shall conform to the standards set forth in State law. (Ord. 2018-06, 6-6-2018, eff. 6-28-2018)

#### 2.32.150: EMS OPERATIONS:

The department will provide emergency medical services up to the paramedic level as defined by the State Bureau of Emergency Medical Services.

### CHAPTER 2.40 COMMITTEES

#### SECTION:

#### 2.40.010: Creation Of Committees

#### 2.40.010: CREATION OF COMMITTEES:

The city council hereby authorizes the creation of committees to assist the council in carrying out the work of the city in an efficient and cost-effective manner. Prior to the creation of a committee that is intended to be long-term in nature, a Community Committee Plan will be approved by the mayor. Each Plan shall outline the purpose of the committee, membership and terms, and roles and responsibilities. Committees are not vested with the authority to make decisions but are advisory bodies to the mayor and city council. The committee shall follow the guidelines established in the Community Committee Plan. The mayor is also authorized to establish limited duration ad-hoc committees, which do not require the adoption of a Community Committee Plan.

### CHAPTER 2.44 RECREATION BOARD

(Rep. by Ord. 2006-11, 5-3-2006, eff. 5-3-2006)

### CHAPTER 2.54 **ETHICS AND** CONFLICTS OF INTEREST

#### SECTION:

## 2.54.010: Ethics and conflicts of interest

2.54.010: ETHICS AND CONFLICTS OF INTEREST ~~Conflict Of Interest; Rules For Abstaining From A Vote~~

All elected and appointed officers and employees of the City shall comply with Utah Code Annotated, §10-3-13 (Municipal Officers' and Employees' Ethics Act). The City Council may adopt more strict requirements as part of its Rules of Order and Procedure as required by Utah Code Annotated, §10-3-606.

~~2.54.010: CONFLICT OF INTEREST; RULES FOR ABSTAINING FROM A VOTE:~~

~~—A. Purpose: Public office is a public trust. The trust of the public is essential for government to function effectively. A government's legitimacy is linked to the integrity of its public officers. Public policy must be based on honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence, and any other form of impropriety so that the confidence of the public is not eroded. The interest of a public officer should not be preferred over the public interest. Public officers should resist opportunities to benefit themselves over the citizens they were elected or appointed to serve. Mapleton City is its people; its residents, its taxpayers. The purpose of this chapter is to protect the integrity and fairness of Mapleton City government. (Ord. 2009-01, 2-18-2009, eff. 3-20-2009)~~

~~—B. Definitions: As used in this chapter:~~

~~—CITY BODY: The Mapleton City council (including the mayor), the planning commission, and each commission, board, committee, or other similar body of the city organized to make public policy decisions or to advise persons who make public policy decisions including governing boards of any local district, special district or improvement district controlled by the city.~~

~~—CONFLICT OF INTEREST:~~

~~—1. Any circumstance which requires disclosure by a member of a city body under the provisions of Utah code title 10, chapter 3, part 13 of the municipal officers' and employees' ethics act including:~~

~~—a. Receives or agrees to receive compensation for assisting any person in a transaction involving the city under Utah code section 10-3-1305;~~

~~—b. Is an officer, director, agent, or employee, or the owner of a substantial interest in a business entity which is subject to the regulation of the city under Utah code section 10-3-1306;~~

~~—c. Is an officer, director, agent, or employee, or the owner of a substantial interest in a business entity which does or anticipates doing business with the city under Utah code section 10-3-1307;~~

~~—d. Has a personal interest or investment which creates a conflict between the person's personal interests and the person's public duties under Utah code section 10-3-1308;~~

~~—2. Any circumstance not covered under subsection 1 of this definition in which it is reasonably foreseeable, and not merely speculative or remote, that the decision of a member of a city body will be affected by a member's direct interest in the matter before the city body, regardless of whether the direct interest is pecuniary, familial, or otherwise, but only if the benefit or detriment of the decision is distinguishable from the effects of that decision on the public or on the member's profession, occupation, or association generally. (Ord. 2009-01, 2-18-2009, eff. 3-20-2009; amd. Ord. 2013-04, 2-19-2013, eff. 4-1-2013)~~

~~—C. Abstaining From Vote:~~

~~—1. If a member of a city body has a conflict of interest on a matter being considered by the city body, the member:~~

~~—a. May not vote on the matter if:~~

~~—(1) The conflict of interest involves the provisions of subsection 1a in the definition of "conflict of interest" of this section;~~

~~—(2) The matter involves the regulation of a business entity under subsection 1b in the definition of "conflict of interest" of this section; or~~

~~—(3) The matter involves the procurement of goods or services from a business entity under subsection 1c in the definition of "conflict of interest" of this section; or~~

~~—b. May abstain from voting on the matter if:~~

~~—(1) The conflict of interest involves the provisions of subsection 1d in the definition of "conflict of interest" of this section; or~~

~~—(2) The conflict of interest involves the provisions of subsection 2 in the definition of "conflict of interest" of this section.~~

~~—2. If a person may not vote under subsection C1a of this section, the member:~~

~~—a. Shall withdraw from the dais and leave the room while the matter is considered; and~~

~~—b. Shall not discuss the matter with any member of the city body during the meeting.~~

~~—3. Except as provided under subsection C1 of this section, a member of a city body who is in attendance at a meeting when a vote is taken shall vote on every question put to a vote before the city body.~~

~~—D. Disclosure Of Conflict Of Interest: In accordance with Utah code title 10, chapter 3, the municipal officers' and employees' ethics act, a member of a city body shall make the required disclosures of a conflict of interest under subsection 1 in the definition of "conflict of interest" of this section.~~

~~—E. Representation Restrictions: In a case not amounting to a conflict of interest under subsection 1a in the definition of "conflict of interest" of this section, a person who is a member of a city body may not represent any other person, group, or entity before:~~

~~—1. That body; or~~

~~—2. A city body which has appellate jurisdiction over the body of which the person is a member. (Ord. 2009-01, 2-18-2009, eff. 3-20-2009)~~