



**DELTA CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
Thursday, March 05, 2015 at 7:00 p.m.  
Delta City Building Council Chambers  
76 North 200 West, Delta, Utah 84624-9440

7:00 p.m.

- Call to Order
- Opening Remarks
- Pledge of Allegiance
- Minutes Approval: RCCM 02-19-2015
- Accounts Payable Approval, Payroll Approval and Electronic Transactions Approval: 03-05-2015 / \$88,863.69
  
- Public Comment Period (Limited to ten minutes total)

**BUSINESS**

1. Mayor Bunker  
Topic: Community Center Sound System Bids  
Action: Discussion / Consideration of Approval
2. Mayor Bunker  
Topic: Ordinance 15-265 Striking Section 9-118 regarding Transfer of Business License  
Action: Discussion / Consideration of Approval
3. Mayor Bunker  
Topic: Ordinance 15-266 Enacting Renewed Rocky Mountain Power Franchise  
Action: Discussion / Consideration of Approval
4. Mayor Bunker  
Topic: Justice Court Direction  
Action: Discussion
5. Mayor Bunker  
Topic: Fire Station RFP  
Action: Discussion / Consideration of Approval
6. Mayor Bunker  
Topic: Vote by Mail  
Action: Discussion
7. Public Works Director Alan Riding  
Topic: Public Works Update  
Action: Discussion only

***Any such business as may come before the Council.***

**NOTICE:** It is possible that the City Council will enter into Executive Session (Closed Meeting) pursuant to provisions provided by Utah Code Annotated § 52-4-204 and § 52-4-205, (1953), as amended. Be advised that the City Council may also exercise their right under §52-4-207, Utah Code Annotated (1953), as amended, to convene and conduct electronic meetings in accordance with certain procedures and requirements outlined in the Code. Agenda items are flexible and may be moved in order of sequence as presented to meet the needs of the City Council. Individuals and/or entities that have business before the City Council should plan to be present at the beginning of the meeting.

Mayor Gayle K. Bunker

Gregory Schafer, MMC City Recorder

**Certificate of Mailing & Delivery**

The above signed, duly appointed and acting City Recorder for Delta City, Utah, hereby certifies that a copy of the foregoing Notice and Agenda was mailed, postage prepaid, to the Millard County Chronicle-Progress, LLC, PO BOX 249, Delta, UT 84624-0249, to Mid-Utah Radio, Inc., PO BOX 40, Manti, UT 84642-0040, published on the Delta City website, on the Utah Public Notice website, and was personally provided to each member of the City Council, this Tuesday, March 3, 2015.

**THE PUBLIC IS ENCOURAGED TO PARTICIPATE IN ALL CITY MEETINGS.** Furthermore, in accordance with the Americans with Disabilities Act, Delta City will make reasonable accommodations for those needing assistance to participate in our meetings. Requests for meeting attendance assistance can be made by contacting the city at 435.864.2759 at least 24 hours in advance of the meeting to be attended.



**DELTA CITY COUNCIL**  
**REGULAR CITY COUNCIL MEETING**  
Thursday, February 19, 2015  
Delta City Building Council Chambers  
76 North 200 West  
Delta, Utah

PRESENT

- 4 Mayor Gayle Bunker  
5 Council Member Betty Jo Western  
6 Council Member Steven Pratt  
7 Council Member Robert Banks

ABSENT

- 10 Public Works Director Alan Riding  
11 Council Member Kiley Chase  
12 Council Member John Niles

ALSO PRESENT

- 15 City Recorder Greg Schafer  
16 City Attorney Todd Anderson  
17 City Employee Travis Stanworth  
18 City Employee Randy Morris  
19 Howard Western, Sound Unlimited  
20 Honorable Judge Stanley Robison  
21 Steve Lester  
22 Matt Swapp, Utah Division of Aeronautics  
23 Dana Hartshorn, ADG Inc.  
24 Steve Marshall, ADG Inc.  
25 John Sweeney, FAA  
26 Tom Herbert  
27 City Employee Justin Ashby  
28 Sam Jacobson, Chronicle-Progress  
29 City Employee Stetson Henrie  
30 Jane Beckwith, Topaz Museum  
31 Fire Chief Lynn Ashby  
32 Asst. Public Works Director Dent Kirkland

34 Mayor Bunker called the meeting to order at 7:00 p.m. He stated that notice of the time, place and the agenda of the meeting had been posted at the City Building, on the Utah Public Notice website, the Delta City website, and had been provided to the Millard County Chronicle-Progress and to each member of the City Council at least two days prior to the meeting.

39 Opening remarks were provided by Council Member Steven Pratt, following which Mayor Bunker led those in attendance in the Pledge of Allegiance.

**MINUTES**

43 The minutes of the regular City Council meeting held February 05, 2015 were presented for approval. Following a discussion, Council Member Robert Banks MOTIONED to adopt the minutes of the regular meeting held January 15, 2015 as presented. The motion was SECONDED by Council Member Steven Pratt. Mayor Bunker asked if there were any questions or comments regarding the motion. There being none, he called for a vote. The motion passed with Council

48 Member Robert Banks, Council Member Steven Pratt and Council Member Betty Jo Western  
49 voting in favor, and Council Member Kiley Chase and Council Member John Niles being absent.

50

51 **ACCOUNTS PAYABLE**

52 The Council reviewed the accounts payables for the period ending February 19, 2015 in the  
53 amount of \$238,487.57, copies of which had been provided to them at least two days prior to  
54 the meeting. Following a discussion Council Betty Jo Western MOVED to approve the accounts  
55 payables and electronic transactions for February 19, 2015 in the amount of \$238,487.57 as  
56 presented. The motion was SECONDED by Council Member Steven Pratt. Mayor Bunker asked if  
57 there were any questions or comments regarding the motion. There being none, he called for a  
58 vote. The motion passed with Council Member Robert Banks, Council Member Steven Pratt and  
59 Council Member Betty Jo Western voting in favor, and Council Member Kiley Chase and Council  
60 Member John Niles being absent.

61

62 **PUBLIC COMMENT PERIOD**

63 Jane Beckwith updated the Council on the progress of the Topaz Museum. Jane Beckwith stated  
64 that the museum had received over 600 visitors that had signed the guest registry, up to date.  
65 Jane Beckwith reported on the comments from the visitors, and expressed appreciation for the  
66 help and support of the city. Ms. Beckwith informed the Council that there would be over 150  
67 visitors at the museum on Saturday for a special commemorative for the Japanese Americans.  
68 An open invitation for the Council was given to attend the commemorative, as well. Two  
69 articles regarding the Topaz Museum will be published in the Salt Lake City Tribune, Jane  
70 Beckwith reported, and questions were answered regarding the days and hours of business of  
71 the Topaz Museum, which were Monday through Saturday, 1 pm to 5 pm.

72

73 **BUSINESS**

74 Airport Master Plan Update

75 Steve Marshall with Airport Development Group presented the Airport Master Plan update to  
76 the Council. Mr. Marshall introduced, John Sweeney with the Federal Aviation Association, and  
77 Matthew Swapp with the Utah State Division of Aeronautics. Mr. Marshall reported that the  
78 Master Plan process was half way complete. Mr. Marshall proceeded to summarize the update  
79 presented in an informational booklet provided to each of the Council members. Mr. Marshall  
80 highlighted the important changes or problems facing the Master Plan Update in order to  
81 comply with standards, and the costs associated with these projects. Mr. Marshall explained  
82 the desired three dimensional path in the air, and an improved approach. Mr. Marshall  
83 discussed different surfacing proposals. Steve Marshall stated that there was a hump in the  
84 runway, which causes difficulties and needed correction. Runway lengths are also being  
85 considered, Mr. Marshall continued. The funding for the improvements was briefly discussed.  
86 Questions by the Council were answered regarding the acquisition of funding. Mayor Bunker

87 stated that he favored removing the hump and extending the runway for accommodation of  
88 larger aircraft. Mayor Bunker thanked those that had traveled to help with the Master Plan  
89 Update endeavor.

90

91 Employee Safety

92 Honorable Judge Robison asked the Council what was being done for the safety of the office  
93 staff from outside threat. Mayor Bunker stated that the city was in the process of looking into  
94 cameras, panic buttons, but had not come to any conclusive decisions. Judge Robison gave his  
95 concerns regarding the staff safety, including the use of the unlocked back employee door and  
96 unrestrictive area in the front lobby. Mayor Bunker thanked Judge Robison for his concern and  
97 assured that the city would make this a priority.

98

99 Civic Center Sound System Bid Opening

100 Mayor Bunker opened up two bids for the Community Center Sound System. The first bid was  
101 from Sound Unlimited for \$21,743.02. The second bid was from Commercial Business Radio for  
102 \$11,929.89. Mayor Bunker stated that the decision would not be made tonight so that further  
103 review could be made for determination. Mayor Bunker asked for a vote at the next meeting so  
104 that the bids could be evaluated. Council Member Steven Pratt MOVED to postpone the  
105 decision of the sound system bid until the next meeting. Council member Robert Banks  
106 SECONDED the motion. Mayor Bunker asked if there were any questions or comments  
107 regarding the motion. There being none, he called for a vote. The motion passed with Council  
108 Member Robert Banks, Council Member Steven Pratt and Council Member Betty Jo Western  
109 voting in favor, and Council Member Kiley Chase and Council Member John Niles being absent.

110

111 Public Works Update

112 Asst. Public Works Director Dent Kirkland thanked the Council for his appointment as the Public  
113 Works Director. Mr. Kirkland reported on the current Public Works projects. Mr. Kirkland stated  
114 that they were working on a water fill station. Veteran's plaques were put up in the Community  
115 Center, Mr. Kirkland reported. Maintenance on the equipment for the parks has been done,  
116 and street weed spraying has begun as well. Council Member Betty Jo Western asked if the  
117 street sweeper was in operation where the Snow Goose Festival is around the corner. Mr.  
118 Kirkland replied that most of the Delta City crew would be gone to Rural Water Conference in  
119 the next week. Member Betty Jo Western declared that she would like to see the roads swept  
120 on a regular basis.

121

122 **OTHER BUSINESS**

123 Member Steven Pratt asked if anything had been decided regarding the Airport flooring. Mayor  
124 Bunker answered that he had not, and that considerations were still being made. Mayor Bunker  
125 also remarked that the letters regarding the Airport annexation had been sent to property  
126 owners of interest. Mayor Bunker stated that he had received some comments and addressed  
127 some concerns involving the annexation. Mayor Bunker stated that he thought that the Veteran

128 plaques looked very nice at the Community Center. Mayor Bunker informed that a group of  
129 interested people including the Fire Chief and County Commissioner were traveling to Richfield  
130 to tour their Fire Station. Mayor Bunker stated that after that a meeting was planned with  
131 Sunrise Engineering for the possible engineering of the new Fire Station. The Easter Egg Hunt  
132 was being planned, the Mayor informed, and asked who would be willing to help. City Recorder  
133 Greg Schafer asked who would be attending the Utah League of Cities and Towns Conference.

134  
135 Mayor Bunker asked if there were any comment, questions, or other items to be discussed.  
136 There being none, Council Member Betty Jo Western MOVED to adjourn the regular City  
137 meeting. Council Member Steven Pratt SECONDED the motion. The motion passed with Council  
138 Member Robert Banks, Council Member Steven Pratt and Council Member Betty Jo Western  
139 voting in favor, and Council Member Kiley Chase and Council Member John Niles being absent.

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141

142 Mayor Bunker declared the meeting adjourned at 8:25 p.m.

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GAYLE K. BUNKER, Mayor

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Minutes Approved:

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GREGORY JAY SCHAFFER, MMC City Recorder

## Delta City, Utah

### City Council Review of Electronic & Payroll Disbursements

Disbursement To	Purpose	Amount
City Personnel @ February 28, 2015	Mid-Month Payroll	22,636.62
Electronic Federal Tax Payment System	Mid-Month Payroll Tax	8,023.14
AFLAC Insurance Company	Premiums Paid by Employee Withholding	
American Express	Merchant Fees	17.65
Bank of America Merchant Services	Utility Payment Merchant Fees	
Global Payments, Direct, Inc.	Airport Fuel Sales Merchant Fees	
Liberty National Insurance Company	Premiums Paid by Employee Withholding	
Modern Payment Systems	Direct Deposit Fees	
Orion Payment Systems	Court Payments Merchant Fees	
Utah Department of Workforce Services	Unemployment Insurance Premiums	
Utah Retirement Systems	Contributions, 401(k) Deferrals & Loans	
Washington National Insurance Company	Premiums Paid by Employee Withholding	
World Fuel Services, Inc./Ascent Aviation	Aviation Fuel Purchase Drafts	
Xpress Bill Pay, LLC	Service Fees	
Zions Bank	Various Banking Fees	
City Council Approval Date:	<b>3/5/2015</b>	<b>\$ 45,307.32</b>

## Delta City, Utah

### City Council's Accounts Payable Overview Since Last Meeting

Disbursement Date	Check Range		Amount
Wednesday, February 18, 2015	49362	to 49368	3,728.17
Wednesday, February 25, 2015	49369	49379	39,828.20
		to	
<b>City Council Approval Date:</b>			
		<b>Total</b>	<b>\$ 43,556.37</b>

## Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.  
[Report].Date Paid = 02/25/2015

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>ANDERSON LAW CENTER, P.C.</b>						
2320	ANDERSON LAW CENTER, P.C.	022414	UPC CONFERENCE REGISTRATION-ANDERSON	02/25/2014	75.00	75.00
2320	ANDERSON LAW CENTER, P.C.	02242015	WATER WELL PROTEST FILING FEE	02/24/2015	15.00	15.00
Total ANDERSON LAW CENTER, P.C.:					90.00	90.00
<b>BLR</b>						
832	BLR	15785359-R5	SUBSCRIPTION	02/25/2015	479.00	479.00
Total BLR:					479.00	479.00
<b>DELTA GLASS &amp; TIRE, INC.</b>						
346	DELTA GLASS & TIRE, INC.	1540	2 tires	02/18/2015	101.90	101.90
Total DELTA GLASS & TIRE, INC.:					101.90	101.90
<b>FRONTIER</b>						
270	FRONTIER	02232015	1852	02/23/2015	59.23	59.23
270	FRONTIER	02232015	2676	02/23/2015	133.12	133.12
270	FRONTIER	02232015	2676	02/23/2015	88.74	88.74
270	FRONTIER	02232015	2759	02/23/2015	393.04	393.04
270	FRONTIER	02232015	2759	02/23/2015	98.83	98.83
270	FRONTIER	02232015	2759	02/23/2015	98.83	98.83
270	FRONTIER	02232015	2834	02/23/2015	119.27	119.27
270	FRONTIER	02232015	5269	02/23/2015	49.99	49.99
270	FRONTIER	02232015	5285	02/23/2015	52.84	52.84
Total FRONTIER:					1,093.89	1,093.89
<b>LOSEE LUMBER &amp; HARDWARE</b>						
575	LOSEE LUMBER & HARDWARE	02232015	AIRPORT REMODEL	02/23/2015	342.76	342.76
Total LOSEE LUMBER & HARDWARE:					342.76	342.76
<b>MOUNTAINVIEW MUSHROOMS LLC</b>						
2019	MOUNTAINVIEW MUSHROOMS	316415	COMPOST	02/19/2015	350.00	350.00
Total MOUNTAINVIEW MUSHROOMS LLC:					350.00	350.00
<b>ROCKY MOUNTAIN POWER</b>						
850	ROCKY MOUNTAIN POWER	02232015	City Hall	02/25/2015	864.51	864.51
850	ROCKY MOUNTAIN POWER	02232015	CIVIC CENTER	02/25/2015	440.57	440.57
850	ROCKY MOUNTAIN POWER	02232015	FIRE PROTECTION	02/25/2015	98.86	98.86
850	ROCKY MOUNTAIN POWER	02232015	STREETS	02/25/2015	3,473.87	3,473.87
850	ROCKY MOUNTAIN POWER	02232015	AIRPORT	02/25/2015	291.38	291.38
850	ROCKY MOUNTAIN POWER	02232015	PARKS	02/25/2015	168.66	168.66
850	ROCKY MOUNTAIN POWER	02232015	WATER	02/25/2015	3,931.46	3,931.46
850	ROCKY MOUNTAIN POWER	02232015	SEWER	02/25/2015	1,045.02	1,045.02
850	ROCKY MOUNTAIN POWER	02232015	SHERWOOD	02/25/2015	23.38	23.38
Total ROCKY MOUNTAIN POWER:					10,337.71	10,337.71

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>UTAH ARTS COUNCIL</b>						
831	UTAH ARTS COUNCIL	TEP2015-1523	Mali Art Show	02/05/2015	125.00	125.00
Total UTAH ARTS COUNCIL:					125.00	125.00
<b>UTAH EDUCATION NETWORK</b>						
1996	UTAH EDUCATION NETWORK	15-0640	Telephone/Internet	02/17/2015	337.35	337.35
Total UTAH EDUCATION NETWORK:					337.35	337.35
<b>UTAH LOCAL GOVERNMENTS TRUST</b>						
845	UTAH LOCAL GOVERNMENTS	02232015	MAYOR & COUNCIL	02/23/2015	62.33	62.33
845	UTAH LOCAL GOVERNMENTS	02232015	JUSTICE COURT	02/23/2015	38.42	38.42
845	UTAH LOCAL GOVERNMENTS	02232015	TREASURER	02/23/2015	102.79	102.79
845	UTAH LOCAL GOVERNMENTS	02232015	RECORDER/FINANCE DIRECTOR	02/23/2015	368.03	368.03
845	UTAH LOCAL GOVERNMENTS	02232015	LAW ENFORCEMENT	02/23/2015	34.19	34.19
845	UTAH LOCAL GOVERNMENTS	02232015	FIRE DEPT	02/23/2015	23.91	23.91
845	UTAH LOCAL GOVERNMENTS	02232015	STREETS	02/23/2015	130.16	130.16
845	UTAH LOCAL GOVERNMENTS	02232015	PARKS	02/23/2015	68.05	68.05
845	UTAH LOCAL GOVERNMENTS	02232015	LIBRARY	02/23/2015	188.35	188.35
845	UTAH LOCAL GOVERNMENTS	02232015	WATER ENTERPRISE	02/23/2015	369.45	369.45
845	UTAH LOCAL GOVERNMENTS	02232015	SEWER ENTERPRISE	02/23/2015	292.56	292.56
845	UTAH LOCAL GOVERNMENTS	02232015	ASHBY, CHARLES B	02/23/2015	4.77	4.77
845	UTAH LOCAL GOVERNMENTS	02232015	ASHBY, JUSTIN B	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	CLARK, BARBARA J	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	CURTIS, BRUCE H	02/23/2015	10.42	10.42
845	UTAH LOCAL GOVERNMENTS	02232015	FISHER, DOUGLAS S	02/23/2015	9.02	9.02
845	UTAH LOCAL GOVERNMENTS	02232015	FITCH, LORA A	02/23/2015	9.02	9.02
845	UTAH LOCAL GOVERNMENTS	02232015	GREATHOUSE, DEBORAH B	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	HENRIE, STETSON J	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	JEFFERY, MICHAEL D	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	KIRKLAND, DENT R	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	MORRIS, RANDY C	02/23/2015	9.02	9.02
845	UTAH LOCAL GOVERNMENTS	02232015	PETERSON, DEVON E	02/23/2015	4.77	4.77
845	UTAH LOCAL GOVERNMENTS	02232015	PETERSON, REBECCA G	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	RIDING, ALAN K	02/23/2015	10.68	10.68
845	UTAH LOCAL GOVERNMENTS	02232015	ROSS, SCOTT G	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	SCHAFFER, GREGORY J	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	STANWORTH, TRAVIS L	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	TASKER, JODY	02/23/2015	10.94	10.94
845	UTAH LOCAL GOVERNMENTS	02232015	GREATHOUSE, DEBORAH B	02/23/2015	15.38	15.38
845	UTAH LOCAL GOVERNMENTS	02232015	HENRIE, STETSON J	02/23/2015	13.20	13.20
845	UTAH LOCAL GOVERNMENTS	02232015	JEFFERY, MICHAEL D	02/23/2015	20.00	20.00
845	UTAH LOCAL GOVERNMENTS	02232015	GREATHOUSE, DEBORAH B	02/23/2015	20.00	20.00
845	UTAH LOCAL GOVERNMENTS	02232015	KIRKLAND, DENT R	02/23/2015	26.75	26.75
845	UTAH LOCAL GOVERNMENTS	02232015	MORRIS, RANDY C	02/23/2015	5.00	5.00
845	UTAH LOCAL GOVERNMENTS	02232015	RIDING, ALAN K	02/23/2015	100.20	100.20
845	UTAH LOCAL GOVERNMENTS	02232015	RIDING, ALAN K	02/23/2015	10.00	10.00
845	UTAH LOCAL GOVERNMENTS	02232015	SCHAFFER, GREGORY J	02/23/2015	59.30	59.30
845	UTAH LOCAL GOVERNMENTS	02232015	STANWORTH, TRAVIS L	02/23/2015	20.00	20.00
845	UTAH LOCAL GOVERNMENTS	02232015	ASHBY, CHARLES B	02/23/2015	5.00	5.00
845	UTAH LOCAL GOVERNMENTS	02232015	PETERSON, DEVON E	02/23/2015	5.00	5.00
Total UTAH LOCAL GOVERNMENTS TRUST:					2,156.11	2,156.11
<b>UTAH RETIREMENT SYSTEMS</b>						
359	UTAH RETIREMENT SYSTEMS	02232015	BYRD, RITA W	02/23/2015	623.85	623.85
359	UTAH RETIREMENT SYSTEMS	02232015	ASHBY, CHARLES B	02/23/2015	611.62	611.62

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
359	UTAH RETIREMENT SYSTEMS	02232015	ASHBY, JUSTIN B	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	CLARK, BARBARA J	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	CURTIS, BRUCE H	02/23/2015	611.62	611.62
359	UTAH RETIREMENT SYSTEMS	02232015	FISHER, DOUGLAS S	02/23/2015	611.62	611.62
359	UTAH RETIREMENT SYSTEMS	02232015	FITCH, LORA A	02/23/2015	611.62	611.62
359	UTAH RETIREMENT SYSTEMS	02232015	GREATHOUSE, DEBORAH B	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	HENRIE, STETSON J	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	JEFFERY, MICHAEL D	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	KIRKLAND, DENT R	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	MORRIS, RANDY C	02/23/2015	611.62	611.62
359	UTAH RETIREMENT SYSTEMS	02232015	PETERSON DEVON E	02/23/2015	611.62	611.62
359	UTAH RETIREMENT SYSTEMS	02232015	PETERSON, REBECCA G	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	RIDING, ALAN K	02/23/2015	1,266.06	1,266.06
359	UTAH RETIREMENT SYSTEMS	02232015	ROSS, SCOTT G	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	SCHAFFER, GREGORY J	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	STANWORTH, TRAVIS L	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	TASKER, JODY	02/23/2015	1,712.52	1,712.52
359	UTAH RETIREMENT SYSTEMS	02232015	ASHBY, JUSTIN B	02/23/2015	17.13	17.13
Total UTAH RETIREMENT SYSTEMS:					24,414.48	24,414.48
Grand Totals:					39,828.20	39,828.20

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

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

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

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

[Report].Date Paid = 02/25/2015

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

[Report].Date Paid = 02/18/2015

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>DELTA CITY</b>						
335	DELTA CITY	02182015	CITY SHOP	02/18/2015	47.00	47.00
335	DELTA CITY	02182015	CITY SHOP	02/18/2015	47.00	47.00
335	DELTA CITY	02182015	CITY SHOP	02/18/2015	47.00	47.00
335	DELTA CITY	02182015	COMMUNITY CENTER	02/18/2015	191.80	191.80
335	DELTA CITY	02182015	FIRE DISTRICT	02/18/2015	77.80	77.80
335	DELTA CITY	02182015	DELTA CITY	02/18/2015	69.00	69.00
335	DELTA CITY	02182015	CITY HALL	02/18/2015	141.00	141.00
335	DELTA CITY	02182015	PARK	02/18/2015	69.80	69.80
Total DELTA CITY:					690.40	690.40
<b>DELTA JUBILEE SUPERCENTER</b>						
350	DELTA JUBILEE SUPERCENTE	02182015	EMPLOYEE GIFT CERTIFICATES	02/18/2015	1,225.00	1,225.00
Total DELTA JUBILEE SUPERCENTER:					1,225.00	1,225.00
<b>MORRIS, RANDY CLUFF</b>						
1227	MORRIS, RANDY CLUFF	02182015	PESTICIDE EXAM REIMBURSEMENT	02/18/2015	20.00	20.00
Total MORRIS, RANDY CLUFF:					20.00	20.00
<b>QUALITY MARKET CORPORATION</b>						
670	QUALITY MARKET CORPORATI	02182015	EMPLOYEE GIFT CERTS	02/18/2015	1,225.00	1,225.00
Total QUALITY MARKET CORPORATION:					1,225.00	1,225.00
<b>RMT EQUIPMENT</b>						
1653	RMT EQUIPMENT	592084	MOWER PARTS	02/16/2015	254.45	254.45
Total RMT EQUIPMENT:					254.45	254.45
<b>VERIZON WIRELESS</b>						
883	VERIZON WIRELESS	9740114938	9740114938	02/18/2015	10.00	10.00
Total VERIZON WIRELESS:					10.00	10.00
<b>WEX BANK</b>						
2524	WEX BANK	39654580	Fire fuel	01/31/2015	303.32	303.32
Total WEX BANK:					303.32	303.32
Grand Totals:					3,728.17	3,728.17

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
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Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

[Report]. Date Paid = 02/18/2015

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## Request for Engineering/Architectural Services

Delta City is soliciting for Statements of Qualification from engineering/architectural firms to provide professional services for the design and construction management of a fire station that will consist of four (4) pull-through bays with the proposed station being of approximately 14,500 square feet in size, located here in Delta, Utah.

Request for Statement of Qualification instructions can be obtained by contacting Gregory J. Schafer, City Recorder at [gschafer@delta.utah.gov](mailto:gschafer@delta.utah.gov) or 435-864-2759.

Delta City Fire Station  
Request for Statements of Qualification

Delta City (the City) is soliciting for Statements of Qualification from professional engineering/architectural firms to provide funding assistance, design and construction management services for a fire station that will consist of four (4) pull-through bays with the proposed station being of approximately 14,500 square feet in size, located here in Delta, Utah.

Interested firms should submit by mail five (5) copies of their proposal to Gregory J. Schafer, MMC, City Recorder, 76 North 200 West, Delta, UT 84624-9440 or by delivery to the City office located at 76 North 200 West in Delta. Proposals will be received until \_\_\_\_\_p.m. on \_\_\_\_\_. Proposals submitted after this deadline will remain unopened and will not be considered. There will be no exceptions. For additional information, contact Gregory J. Schafer at [gschafer@delta.utah.gov](mailto:gschafer@delta.utah.gov) or 435-864-2759.

Selection of the successful firm will be based upon qualifications and previous relevant experience of the submitting firms. The City will negotiate a fair and reasonable fee with the successful firm. If a price cannot be negotiated, the City will enter into negotiations with the second place firm and so on. The City reserves the right to negotiate directly with the firm selected for additional project work if needed.

I. BACKGROUND INFORMATION

The City is seeking the services of a qualified engineering/architectural with experience and expertise with fire stations or other municipal buildings. The awarded consultant will be responsible for performing services as outlined herein.

II. SCOPE OF WORK

Delta City is requesting municipal engineering/architectural services for the funding, programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, final inspection, and project acceptance. In summary, the City is desirous that the successful team provide a full range of professional services to assist it in the successful completion of a fire station. It is anticipated that the fire station will be constructed with concrete masonry units. The consultant's approach to work and fee estimate should tie back to the scope of work.

### III. PROPOSAL FORMAT AND CONTENT

Proposals shall contain the required information discussed below, in the general order listed, not exceeding twelve (12) pages in length with no more than four (4) pages being larger than standard letter size (8 ½ x 11 inches) and no pages larger than tabloid (11 x 17 inches) with a “Z” fold.

- A. Cover page (not included in the page count) with title of project, date submitted, submitting firm name, key contact, address, phone number, and email address.
- B. Table of contents (not in page count, only TOC information will be allowed on this page).
- C. Executive summary.
- D. Firm qualifications including specific similar projects. Each project listed must include the following information:
  - Staff proposed for this project who worked on the similar project.
  - Scope of the project.
  - Description of the project emphasizing elements related to this project.
  - Project client reference who was involved with the project.
  - List of fire stations completed by firm where funding with CIB was used.
- E. Key personnel qualifications, including:
  - Name, project role, education, and years of experience.
  - Brief summary of experience doing the proposed duties assigned with this project.
  - Detailed resumes of team members may be added as an Appendix to the Proposal (not included in page count).
- F. Approach to work
  - Describe your understanding of the project issues.
  - Describe your approach to the project.
  - Include a detailed scope of work including key tasks, milestones, personnel involved, etc.
  - Describe the firm’s quality assurance and quality control procedures.
  - Describe the firm’s project management techniques, including schedule and cost.
- G. Schedule highlighting key milestones with appropriate lead and lag times between tasks. Must tie back to the consultant’s approach to work.

IV. SCHEDULE

A. Statement of Qualifications and Proposals

1. Proposal Due Date \_\_\_\_\_
2. Selection Committee Ranking / Decision \_\_\_\_\_
3. Negotiate / Award of Contract \_\_\_\_\_

V. PROPOSAL SUBMISSION

- A. Proposals must be submitted by mail to Gregory J. Schafer, MMC, City Recorder, 76 North 200 West, Delta, UT 84624-9440 or by delivery to the City office located 76 North 200 West, Delta. Proposals will be received until \_\_\_\_\_ p.m. on \_\_\_\_\_. Proposals received after p.m. will not be considered. There will be no exceptions.
- B. Applicants must submit five (5) copies of the complete Proposal.

VI. EVALUATION AND SELECTION

The Mayor, select members of the Delta City Council and Fire Department will review all submitted proposals. Selection of the successful firm will be based on the firm's capabilities, qualifications, experience, prior experience with the City and project understanding and approach. The City will evaluate each proposal and then recommend a firm and will award the contract based on the individual and comparative merits of each of the proposals received. It is the responsibility of the consultant to ensure that the proposal complies with this RFP and provides the information requested herein. If the consultant fails to provide any information requested in this RFP, such failure may result in either a lowered evaluation score or disqualification of the proposal. The evaluation criteria shall be as follows:

- A. Firm Capabilities (15 points)  
Discuss the capabilities of the prime firm and identify office location(s) that will provide the services requested outlined in the Proposal.
- B. Past Project Experience (20 points)  
Discuss the past project experience of the prime firm in providing these services for similar projects. Preference will be given to firms that show strong experience with fire stations funded through the Community Impact Board. For each project listed, please provide:
1. Description of the project
  2. Role of the Firm
  3. Project Owner
  4. Reference information (current name and telephone number per project)

- C. Key Personnel and Sub-consultants (10 points)  
Experience and qualifications of the specific project team expected to be assigned to this project. Identify each team member's role in the project identified and provide an organization chart. For each key person identified, list their length of time with the firm and a brief description of their role in the project.
- D. Project Understanding and Approach (25 points)  
Understanding and approach to the project, including a discussion of the major issues to be addressed, the team's project approach and the team's proposed solutions to the major issues identified.
- E. Prior Experience with the City (20 points)  
Consideration of previous project completed with the City and success of the project.
- F. Overall Evaluation of the Firm (10 points)

If after a review of the written proposal, a winner cannot be chosen, the City reserves the right to require an oral interview.

The City reserves the right to reject all Proposals. The City also reserves the right to waive any irregularity, informality, or technicality in the Proposal if such is in the best interests of the City.

## VII. WRITTEN AGREEMENT

The successful consultant will be required to enter into a written agreement with the City in a form acceptable to the City.

## VIII. ADDITIONAL INFORMATION

For additional information regarding the services specified in this RFP, contact Gregory J. Schafer at [gschafer@delta.utah.gov](mailto:gschafer@delta.utah.gov) or 435-864-2759.

## IX. COST OF DEVELOPMENT PROPOSALS

All costs related to the preparation of the Proposal and any related activities are the sole responsibility of the consultant. The city assumes no liability for any costs incurred by consultants throughout the entire selection process.

## X. PROPOSAL OWNERSHIP

All Proposals, including attachments, supplementary materials, rendering, sketches, addenda, etc. shall upon submission become the property of the City and will not be returned to the submitting firm.

Delta City Corporation  
Fire Station  
Request for Statements of Qualification

Delta City Corporation (the City) is soliciting for Statements of Qualification from professional engineering/architectural firms to provide funding assistance, design and construction management services for a fire station in Delta, Utah.

Interested firms should submit by mail five (5) copies of their proposal to Gregory Schafer, City Recorder, 76 North 200 West, Delta, UT 84624 or by delivery to the City office located at 76 North 200 West in Delta. Proposals will be received until \_\_\_\_\_ p.m. on \_\_\_\_\_. Proposals submitted after this deadline will remain unopened and will not be considered. There will be no exceptions. For additional information, contact Gregory Schafer at [gschafer@delta.utah.gov](mailto:gschafer@delta.utah.gov) or 435-864-2759.

Selection of the successful firm will be based upon qualifications and previous relevant experience of the submitting firms. The City will negotiate a fair and reasonable fee with the successful firm. If a price cannot be negotiated, the City will enter into negotiations with the second place firm and so on. The City reserves the right to negotiate directly with the firm selected for additional project work if needed.

I. BACKGROUND INFORMATION

The City is seeking the services of a qualified engineering/architectural with experience and expertise with fire stations or other municipal buildings. The awarded consultant will be responsible for performing services as outlined herein.

II. SCOPE OF WORK

Delta City is requesting municipal engineering/architectural services for the funding, programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, final inspection, and project acceptance. In summary, the City is desirous that the successful team provide a full range of professional services to assist it in the successful completion of a fire station. It is anticipated that the fire station will be constructed with concrete masonry units. The consultant's approach to work and fee estimate should tie back to the scope of work.



## ORDINANCE NUMBER 15-265

### AN ORDINANCE REVISING AND AMENDING SECTION 9-118 OF THE REVISED ORDINANCES OF DELTA CITY (1981 EDITION), (“DELTA CITY ORDINANCES”) PERTAINING TO THE REGULATION OF LICENSING, CONTROL AND REGULATION OF BUSINESSES.

The City Council of the City of Delta, Utah (referred to herein as the “City Council”), recites the following as the basis for enacting this Ordinance:

- A. The City Council find that in conformance with the provisions of Utah Code Ann. §§ 10-3-717 and 10-3-701, the governing body of the City may exercise all administrative and legislative power by resolution or ordinance;
- B. The City Council finds that in conformance with Utah Code Ann. §§ 10-3-717 and 10-3-701, the governing body of the City has previously adopted a City Code which, among other things, deals with how certain types of business and their operations are defined, licensed and regulated with the City;
- C. The City Council has determined it to be in the best interest of the residents of Delta City that all business licenses issued by the City be non-transferable, and valid only as to the person(s), firm, association, partnership or corporation which it was issued to; and
- D. The City Council finds this ordinance to be in the best interest of the public health, safety and welfare of Delta City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Delta, Utah:

Section 1. Amended of 9-118. Title 9-118 of the Revised Ordinances of Delta City (1981 edition) as amended, is hereby adopted and amended in its entirety as shown in Exhibit A which is attached to and incorporated in this ordinance.

Section 2. Effective Date. This ordinance shall become effective upon publication.

Section 3. Publication. This ordinance, or a summary thereof, is ordered published in the Millard County Chronicle Progress, a newspaper having general circulation within the city of Delta, Utah.

Section 4. Severability. In the event that any provision of this ordinance less than the entire ordinance is held invalid by a court of competent jurisdiction, this ordinance shall be deemed severable and such finding of invalidity shall not affect the remaining portions of this ordinance.

Section 5. Repeal of Conflicting Ordinances. To the extent that any ordinances, resolutions or policies of the City of Delta conflict with the provisions of this ordinance, it is hereby amended to be in accordance with the provisions hereof.

PASSED AND ADOPTED by the City Council of the City of Delta, State of Utah on the 5<sup>th</sup> day of March, 2015, by the following Vote:

	Aye	Nay	Abstain	Absent
Robert W. Banks	_____	_____	_____	_____
Kiley J. Chase	_____	_____	_____	_____
John W. Niles	_____	_____	_____	_____
Steven R. Pratt	_____	_____	_____	_____
Betty J. Western	_____	_____	_____	_____



\_\_\_\_\_  
 GAYLE K. BUNKER  
 MAYOR

\_\_\_\_\_  
 GREGORY JAY SCHAFFER, MMC  
 CITY RECORDER

**Exhibit A**

9-118. TRANSFER OF BUSINESS LICENSE NOT TRANSFERABLE. No license granted or issued under any ordinance of Delta City shall be assigned or transferred to any other person. It shall not be deemed to authorize any person other than therein named to do business or to authorize any other business, calling, trade or profession than is therein named.



## ORDINANCE NUMBER 15-266

### AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE AND GENERAL UTILITY EASMENT TO ROCKY MOUNTAIN POWER.

The City Council of the City of Delta, Utah (referred to herein as the “City Council”), recites the following as the basis for enacting this Ordinance:

- A. Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Delta City (the “City”) and other surrounding areas;
- B. Providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;
- C. The City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;
- D. the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Delta, Utah:

Section 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

Section 2. Term. The term of this Franchise and General Utility Easement is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

Section 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

Section 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

Section 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

Section 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

Section 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center  
Attn: Annexations  
P.O. Box 400  
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power  
Attn: Office of the General Counsel  
201 South Main Street, Suite 2400  
Salt Lake City, UT 84111

Section 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum

interference with the Public Ways of the City and private property owners who adjoin the Public Ways and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public or private property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 For a period of one year following the completion of the repair work performed pursuant to sections 8.4, Rocky Mountain Power shall maintain, repair, and keep in good condition, those portions of Public Ways or private property restored, repaired, or replaced, to the satisfaction of the City; provided however, that acceptance will not be unreasonably withheld.

8.6 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.7 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the

right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.8 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.9 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

#### Section 9. Relocation of Electrical Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

Section 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed

by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power  
Attn: Estimating Department  
Local Address \_\_\_\_\_  
Local Address \_\_\_\_\_

Section 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power’s Electrical Facilities. Such pruning shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

Section 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

Section 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

Section 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power’s obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of

guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

Section 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

Section 16. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

Section 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Section 19. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment.

Section 20. Police Power. The City Expressly reserves, that Rocky Mountain Power expressly recognizes the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances, rules, and regulations, as

may, by the City, be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens.

Section 21. Publication. This ordinance, or a summary thereof, is ordered published in the Millard County Chronicle Progress, a newspaper having general circulation within the city of Delta, Utah.

PASSED AND ADOPTED by the City Council of the City of Delta, State of Utah on the \_\_\_\_\_ day of March, 2015, by the following Vote:

	Aye	Nay	Abstain	Absent
Robert W. Banks	_____	_____	_____	_____
Kiley J. Chase	_____	_____	_____	_____
John W. Niles	_____	_____	_____	_____
Steven R. Pratt	_____	_____	_____	_____
Betty J. Western	_____	_____	_____	_____



\_\_\_\_\_  
 GAYLE K. BUNKER  
 MAYOR

\_\_\_\_\_  
 GREGORY JAY SCHAFFER, MMC  
 CITY RECORDER



February 19, 2015



Dear Council Member,

As Delta City is trying to convert from paper to digital reporting in the effort to develop a healthy and environmentally beneficial working environment, and saving considerable amounts of paper and money in doing so, it is the entreaty of the Delta City Work force that all questions or concerns in regards to Council Member packets, (including Accounts Payable inquiries) be directed to the applicable party during work hours so that those questions are answered correctly and completely. If the matter in question still remains a valid concern, this would be the time to bring that point of interest to City Council meeting for further examination. Optimal advantage of your digital information for City Council meetings occur with thorough review of packet so that all concerns can be answered in detail by appropriate parties, before meetings so that the assembly progresses smoothly.

For general concerns please contact Mayor Bunker, 864-7399 in advance of the meeting. For Accounts Payable questions, contact Barbara Clark, 864-2759, or email, [bclark@delta.utah.gov](mailto:bclark@delta.utah.gov). For Public Works concerns, contact Dent Kirkland, 979-0466, or email [dkirkland@delta.utah.gov](mailto:dkirkland@delta.utah.gov) . For financial business, contact Greg Schafer, 979-1921 or email, [gschafer@delta.utah.gov](mailto:gschafer@delta.utah.gov).

It is our objective, in the Delta City daily operations, to have a well-informed and proactive City Council to represent and protect the public we serve. The responsibility and hard work contributed by the Delta City Council is respected and valued by all Delta City employees, and many thanks to you are offered.

Sincerely,

A handwritten signature in blue ink that reads "Mayor Gayle Bunker". The signature is written in a cursive, flowing style.

Mayor Gayle Bunker