



**EPHRAIM CITY COUNCIL  
WORK MEETING AGENDA  
Council Chambers – Ephraim City Hall  
5 South Main, Ephraim, Utah  
Wednesday, March 4, 2015  
5:30 PM**

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**CALL TO ORDER**

**ROLL CALL**

**I. DISCUSSION AGENDA**

- A. Agenda Review**
- B. Discussion Regarding Consent Agenda Procedure**

**ADJOURNMENT**

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

**CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted this 3<sup>rd</sup> day of March, 2015. A copy was also provided to the local media and posted on the Utah State website.

LEIGH ANN WARNOCK  
EPHRAIM CITY RECORDER



**EPHRAIM CITY COUNCIL  
REGULAR MEETING AGENDA  
Council Chambers – Ephraim City Hall  
5 South Main, Ephraim, Utah  
Wednesday, March 4, 2015  
6:00 PM**

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**CALL TO ORDER**

**OPENING CEREMONY**

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

**ROLL CALL**

**PUBLIC COMMENT**

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

<b>I. MOTION CONSENT AGENDA</b>	<b>PAGE</b>
<b>A. Approval of the March 3, 2015 Warrant Register</b>	<b>5</b>
<b>B. Approval of the Minutes of the following City Council Meetings:</b>	
1. February 18, 2015 Work Meeting	14
2. February 18, 2015 Regular City Council Meeting	16
<b>C. Approval of Staff Recommendations:</b>	
1. <b>Agreement: Moulton Deferred sidewalk</b> (Bryan Kimball)	<b>21</b>
2. <b>Agreement: Lexipol Policy Development</b>	<b>27</b>
Authorize the execution of contract with LexiPol to develop a new Police Department Policy. (Ron Rasmussen)	
3. <b>Head Librarian Position</b>	
Authorize the position of Head Librarian to be made full-time. (Brant Hanson)	
<b>II. RESOLUTION CONSENT AGENDA</b>	
<b>A. ECR 15-02 – A Resolution adopting policy as follows:</b>	<b>35</b>
A policy is required by the State of Utah classifying all elected officials as part-time employees for the facilitation of retirement coverage procedures for the City as a whole.	
<b>III. APPOINTMENTS AND COUNCIL REPORTS</b>	
Discussion and possible action on the following items:	
<b>A. Appointments</b>	
<b>B. Council Reports</b>	
1. City Council may report on meetings/events attended and issues discussed in meetings/events attended by a Councilmember in their official capacity as the City's representative.	

2. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.
3. City Council request for agenda items to be placed on future Council Meeting agendas.

#### **IV. DEPARTMENT REPORTS**

##### **A. Library Report – Betsy Erickson**

Department Heads and Administration have an opportunity to report.

#### **V. SUMMARY OF CURRENT EVENTS**

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

#### **VI. CLOSED SESSION**

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

#### **ADJOURNMENT**

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

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LEIGH ANN WARNOCK  
EPHRAIM CITY RECORDER

## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ALSCO</b>							
325	ALSCO	1589018	GEN GOVT-CITY HALL MATS	03/02/2015	36.71	.00	
Total ALSCO:					36.71	.00	
<b>ANDERSON, WYATT</b>							
13599	ANDERSON, WYATT	29	CELL PHONE REIMB	03/01/2015	35.00	.00	
Total ANDERSON, WYATT:					35.00	.00	
<b>APPARATUS EQUIPMENT &amp; SERVICES</b>							
12282	APPARATUS EQUIPMENT & SE	8956	FIRE-EQUIP SUPPLIES & MAINT	02/11/2015	31.69	.00	
Total APPARATUS EQUIPMENT & SERVICES:					31.69	.00	
<b>AUDIO EDITIONS</b>							
550	AUDIO EDITIONS	1537354	LIBRARY BOOKS & MATERIALS	02/19/2015	105.27	.00	
Total AUDIO EDITIONS:					105.27	.00	
<b>AUTO ZONE</b>							
13207	AUTO ZONE	0876274807	ADMIN-EQUIPMENT SUPPLIES	01/20/2015	14.54	.00	
13207	AUTO ZONE	0876289442	ADMIN-EQUIPMENT SUPPLIES	02/23/2015	148.49	.00	
13207	AUTO ZONE	0876289443	ADMIN-EQUIPMENT SUPPLIES	02/23/2015	18.00	.00	
Total AUTO ZONE:					145.03	.00	
<b>BARLOW, DAVID</b>							
13314	BARLOW, DAVID	1502	POLICE-MEALS-CROSSING GU	02/18/2015	32.28	.00	
Total BARLOW, DAVID:					32.28	.00	
<b>BEAN, MIRIAM</b>							
14022	BEAN, MIRIAM	1502	LIBRARY- STORY TIME REIMBU	02/23/2015	19.27	.00	
Total BEAN, MIRIAM:					19.27	.00	
<b>BLUE TARP FINANCIAL</b>							
13694	BLUE TARP FINANCIAL	32050958	CEMETERY-EQUIP SUPPLIES &	12/17/2014	448.43	.00	
Total BLUE TARP FINANCIAL:					448.43	.00	
<b>BUMANDALAI, UDAMBOR</b>							
14270	BUMANDALAI, UDAMBOR	1502	ELECTRIC-UTILITY DEPOSIT R	02/18/2015	107.23	.00	
14270	BUMANDALAI, UDAMBOR	1502	WATER-UTILITY DEPOSIT REF	02/18/2015	30.00	.00	
Total BUMANDALAI, UDAMBOR:					137.23	.00	
<b>CARVER, KERRY</b>							
1350	CARVER, KERRY	90467	REIMB FOR CELL PHONE	03/01/2015	35.00	.00	
Total CARVER, KERRY:					35.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CASTRO, ENRIQUE C.</b>							
13198	CASTRO, ENRIQUE C.	42	REIMB FOR CELL PHONE USE	03/01/2015	35.00	.00	
Total CASTRO, ENRIQUE C.:					35.00	.00	
<b>CENTRAL ELECTRIC SUPPLY CO.</b>							
1415	CENTRAL ELECTRIC SUPPLY C	117373	POWER-BLDING SUPPLIES & M	02/18/2015	460.00	.00	
Total CENTRAL ELECTRIC SUPPLY CO.:					460.00	.00	
<b>CENTURY EQUIPMENT CO.</b>							
1485	CENTURY EQUIPMENT CO.	UW03238	STREETS-EQUIPMENTSUPPLIE	12/31/2014	1,631.00	.00	
1485	CENTURY EQUIPMENT CO.	UW03238	WATER-EQUIPMENT SUPPLIES	12/31/2014	1,631.00	.00	
1485	CENTURY EQUIPMENT CO.	UW03238	SEWER-EQUIP SUPPLIES & MA	12/31/2014	1,631.01	.00	
1485	CENTURY EQUIPMENT CO.	UW03238	POWER- EQUIPMENT SUPPLIE	12/31/2014	4,893.00	.00	
Total CENTURY EQUIPMENT CO.:					9,786.01	.00	
<b>CHAD WOOLLEY, ATTORNEY AT LAW</b>							
1495	CHAD WOOLLEY, ATTORNEY A	150100B	COURT-PROSECUTOR-MARCH	03/02/2015	1,480.00	.00	
Total CHAD WOOLLEY, ATTORNEY AT LAW:					1,480.00	.00	
<b>CODALE ELECTRIC SUPPLY, INC</b>							
1715	CODALE ELECTRIC SUPPLY, IN	S5312840.001	POWER DEPT-SUPPLIES	02/12/2015	1,866.94	.00	
1715	CODALE ELECTRIC SUPPLY, IN	S5314672.001	POWER DEPT-SUPPLIES	02/09/2015	324.00	.00	
1715	CODALE ELECTRIC SUPPLY, IN	S5314966.001	POWER-DEPT SUPPLIES	02/09/2015	406.15	.00	
Total CODALE ELECTRIC SUPPLY, INC:					2,597.09	.00	
<b>COTTAM SERVICES</b>							
12005	COTTAM SERVICES	891622	CITY HALL-JANITORIAL SERVIC	03/02/2015	960.00	.00	
12005	COTTAM SERVICES	891622	LIBRARY-JANITORIAL SERVICE	03/02/2015	640.00	.00	
12005	COTTAM SERVICES	891622	USDA-AT CITY HALL-JANITORI	03/02/2015	400.00	.00	
Total COTTAM SERVICES:					2,000.00	.00	
<b>COUNCIL ON AGING</b>							
1880	COUNCIL ON AGING	93082	MONTHLY DONATION	03/01/2015	625.00	.00	
Total COUNCIL ON AGING:					625.00	.00	
<b>CREATIVE PRODUCT SOURCING, INC</b>							
11622	CREATIVE PRODUCT SOURCIN	79566	POLICE-DEPARTMENT SUPPLI	12/04/2014	164.96	.00	
Total CREATIVE PRODUCT SOURCING, INC:					164.96	.00	
<b>DAHL, KELLY</b>							
11450	DAHL, KELLY	1502	ELECTRIC-UTILITY DEPOSIT R	02/18/2015	90.00	.00	
11450	DAHL, KELLY	1502	WATER-UTILITY DEPOSIT REF	02/18/2015	15.00	.00	
Total DAHL, KELLY:					105.00	.00	
<b>DAILEY, AMBER</b>							
14159	DAILEY, AMBER	1502A	RESTITUTION-A.ROSQUIST#13	02/26/2015	60.00	.00	
Total DAILEY, AMBER:					60.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>DANIELS, CORY</b>							
2075	DANIELS, CORY	40180	REIMB FOR CELL PHONE	03/01/2015	35.00	.00	
Total DANIELS, CORY:					35.00	.00	
<b>DAX WELDING</b>							
11715	DAX WELDING	6334	PARKS-PIONEER PARK-FENCI	01/30/2015	45.87	.00	
Total DAX WELDING:					45.87	.00	
<b>ELECTRICAL WHOLESALE SUPPLY OF UTAH</b>							
2555	ELECTRICAL WHOLESALE SUP	908868650	POWER- DEPARTMENT SUPPLI	02/13/2015	36.06	.00	
Total ELECTRICAL WHOLESALE SUPPLY OF UTAH:					36.06	.00	
<b>EPHRAIM CITY CORP.</b>							
2670	EPHRAIM CITY CORP.	1503	UTILITIES-AIRPORT LOUNGE-5	03/02/2015	41.84	.00	
2670	EPHRAIM CITY CORP.	1503A	UTILITIES-EPHRAIM CITY-HANS	03/02/2015	8.83	.00	
2670	EPHRAIM CITY CORP.	1503B	UTILITIES-AIRPORT-5226001	03/02/2015	11.45	.00	
2670	EPHRAIM CITY CORP.	1503C	UTILITIES-EPHRAIM CITY-NOR	03/02/2015	11.45	.00	
Total EPHRAIM CITY CORP.:					73.57	.00	
<b>EPHRAIM CITY HOUSING AUTHORITY</b>							
12425	EPHRAIM CITY HOUSING AUTH	1503	ECHA-LOT 22-UTILITIES	03/02/2015	20.20	.00	
Total EPHRAIM CITY HOUSING AUTHORITY:					20.20	.00	
<b>FRANSON CIVIL ENGINEERS INC.</b>							
13649	FRANSON CIVIL ENGINEERS IN	04784	WATER-TUNNEL-FUNDING ASS	02/10/2015	4,298.25	.00	
Total FRANSON CIVIL ENGINEERS INC.:					4,298.25	.00	
<b>GALE/CENGAGE LEARNING</b>							
3035	GALE/CENGAGE LEARNING	54619234	LIBRARY-BOOKS, ETC	02/18/2015	21.69	.00	
Total GALE/CENGAGE LEARNING:					21.69	.00	
<b>GARDNER PUBLISHING</b>							
3065	GARDNER PUBLISHING	01-6088	LIBRARY-BOOKS	02/13/2015	115.37	.00	
3065	GARDNER PUBLISHING	02-6200	LIBRARY-BOOKS	02/13/2015	140.70	.00	
Total GARDNER PUBLISHING:					256.07	.00	
<b>GOLDING, LARRY</b>							
3185	GOLDING, LARRY	1502	POLICE-MEALS AND MILEAGE	02/27/2015	202.48	202.48	02/27/2015
Total GOLDING, LARRY:					202.48	202.48	
<b>HAMILTON ASSOCIATES</b>							
12655	HAMILTON ASSOCIATES	150119-01F	POWER-METERING	02/13/2015	211.42	.00	
Total HAMILTON ASSOCIATES:					211.42	.00	
<b>HANSEN, JARED</b>							
3429	HANSEN, JARED	30	REIMB FOR CELL PHONE	03/01/2015	35.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HANSEN, JARED:					35.00	.00	
<b>I-FOUR MEDIA LLC</b>							
3810	I-FOUR MEDIA LLC	15058	RECS-BANNERS-VOLLEYBALL	02/04/2015	127.18	.00	
Total I-FOUR MEDIA LLC:					127.18	.00	
<b>JENKINS, NOLAN</b>							
13529	JENKINS, NOLAN	1502	POLICE- MEALS-SFST/DRE	02/18/2015	30.00	30.00	02/18/2015
13529	JENKINS, NOLAN	29	REIMB FOR CELL PHONE	03/01/2015	35.00	.00	
Total JENKINS, NOLAN:					65.00	30.00	
<b>JENSEN, BILL</b>							
4128	JENSEN, BILL	100285	CONTRACT FEE-INTERPRETER	03/01/2015	200.00	.00	
Total JENSEN, BILL:					200.00	.00	
<b>JIMINEZ, ANTONIO</b>							
14271	JIMINEZ, ANTONIO	1502	ELECTRIC-UTILITY DEPOSIT R	02/20/2015	120.00	.00	
14271	JIMINEZ, ANTONIO	1502	WATER-UTILITY DEPOSIT REF	02/20/2015	7.14	.00	
Total JIMINEZ, ANTONIO:					127.14	.00	
<b>JVIATION, INC.</b>							
14257	JVIATION, INC.	7	AIRPORT-RUNWAY-CONST MG	02/25/2015	1,902.62	.00	
Total JVIATION, INC.:					1,902.62	.00	
<b>LANDIS+GYR TECHNOLOGIES LLC</b>							
3735	LANDIS+GYR TECHNOLOGIES	90185112	POWER-CCMSP MONTHLY FEE	02/18/2015	675.00	.00	
3735	LANDIS+GYR TECHNOLOGIES	90185113	POWER-MONTHLY HOSTING C	02/18/2015	19.93	.00	
Total LANDIS+GYR TECHNOLOGIES LLC:					694.93	.00	
<b>LARSEN, JASON</b>							
4665	LARSEN, JASON	90472	REIMB FOR CELL PHONE	03/01/2015	35.00	.00	
Total LARSEN, JASON:					35.00	.00	
<b>LATU, JENNA</b>							
14170	LATU, JENNA	1502	JUSTICE-RESTITUTION-CASE 0	02/26/2015	50.00	.00	
Total LATU, JENNA:					50.00	.00	
<b>MAGLEBY MORTUARY</b>							
14268	MAGLEBY MORTUARY	1502	BURIAL FEES-REFUND OVERP	02/18/2015	25.00	.00	
Total MAGLEBY MORTUARY:					25.00	.00	
<b>MANN, JOSH</b>							
14178	MANN, JOSH	3	POWER - CELL PHONE REIMB	03/01/2015	35.00	.00	
Total MANN, JOSH:					35.00	.00	
<b>MANTI TELEPHONE COMPANY</b>							
5165	MANTI TELEPHONE COMPANY	1502A	GEN GOVT-PHONE	02/28/2015	594.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5165	MANTI TELEPHONE COMPANY	1502A	POWER-PHONE	02/28/2015	266.57	.00	
5165	MANTI TELEPHONE COMPANY	1502A	SEWER-PHONE	02/28/2015	77.34	.00	
5165	MANTI TELEPHONE COMPANY	1502A	LIBRARY-PHONE	02/28/2015	136.99	.00	
5165	MANTI TELEPHONE COMPANY	1502A	FIRE-PHONE	02/28/2015	44.96	.00	
5165	MANTI TELEPHONE COMPANY	1502A	REC-PHONE	02/28/2015	47.57	.00	
5165	MANTI TELEPHONE COMPANY	1502A	POWER-PHONE	02/28/2015	92.54	.00	
5165	MANTI TELEPHONE COMPANY	1502A	AIRPORT-PHONE	02/28/2015	44.15	.00	
Total MANTI TELEPHONE COMPANY:					1,304.20	.00	
<b>MASON, MARLIN</b>							
5255	MASON, MARLIN	93085	CONTRACT FOR COMPUTERS	03/01/2015	2,917.00	.00	
Total MASON, MARLIN:					2,917.00	.00	
<b>MCQUIVEY, JEFF</b>							
13961	MCQUIVEY, JEFF	1502	POLICE-MILEAGE & MEALS	02/25/2015	133.92	133.92	02/25/2015
Total MCQUIVEY, JEFF:					133.92	133.92	
<b>MELLOR, DALAN B.</b>							
13550	MELLOR, DALAN B.	31	REIMBURSE FOR CELL PHONE	03/01/2015	35.00	.00	
Total MELLOR, DALAN B.:					35.00	.00	
<b>MICROMARKETING LLC</b>							
5450	MICROMARKETING LLC	560766	LIBRARY-BOOKS	02/11/2015	24.99	.00	
5450	MICROMARKETING LLC	561509	LIBRARY-BOOKS	02/09/2015	31.37	.00	
5450	MICROMARKETING LLC	562398	LIBRARY-BOOKS	02/17/2015	15.17	.00	
Total MICROMARKETING LLC:					71.53	.00	
<b>NFPA</b>							
5889	NFPA	8855	FIRE DEPT-TWO YR MEMBERS	02/15/2015	300.00	.00	
Total NFPA:					300.00	.00	
<b>NORTH SANPETE DISPOSAL</b>							
5945	NORTH SANPETE DISPOSAL	1503	GARBAGE COLLECTION-1ST C	02/28/2015	6,355.00	.00	
5945	NORTH SANPETE DISPOSAL	1503	GARBAGE COLLECTION-2ND C	02/28/2015	715.41	.00	
Total NORTH SANPETE DISPOSAL:					7,070.41	.00	
<b>OFFICE DEPOT</b>							
5990	OFFICE DEPOT	754263860001	ADMIN-OFFICE SUPPLIES	02/06/2015	175.92	.00	
Total OFFICE DEPOT:					175.92	.00	
<b>OLSON, LYNETTE</b>							
12060	OLSON, LYNETTE	1502	ELECTRIC-OVERPAYMENT REF	02/20/2015	134.48	134.48	02/20/2015
Total OLSON, LYNETTE:					134.48	134.48	
<b>PREMIER VEHICLE INSTALLATION</b>							
6610	PREMIER VEHICLE INSTALLATI	16784	POLICE-VEHICLE LEASE	10/23/2014	4,640.19	.00	
6610	PREMIER VEHICLE INSTALLATI	17662	FIRE-EQUIP SUPPLIES & MAINT	02/23/2015	419.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total PREMIER VEHICLE INSTALLATION:					5,059.99	.00	
<b>QUESTAR GAS</b>							
6745	QUESTAR GAS	1502	FIRE-GAS	03/02/2015	528.50	.00	
6745	QUESTAR GAS	1502	STREET- GAS	03/02/2015	172.47	.00	
6745	QUESTAR GAS	1502	WATER- GAS	03/02/2015	172.47	.00	
6745	QUESTAR GAS	1502	SEWER- GAS	03/02/2015	172.47	.00	
6745	QUESTAR GAS	1502	POWER-GAS	03/02/2015	558.96	.00	
6745	QUESTAR GAS	1502	GEN GOVT-GAS	03/02/2015	954.24	.00	
6745	QUESTAR GAS	1502	REC-GAS	03/02/2015	38.98	.00	
Total QUESTAR GAS:					2,598.09	.00	
<b>RANSOM, ARBON CARL</b>							
14273	RANSOM, ARBON CARL	1502	ELECTRIC-UTILITY DEPOSIT R	02/25/2015	65.88	.00	
Total RANSOM, ARBON CARL:					65.88	.00	
<b>ROWLEY, XELA</b>							
14275	ROWLEY, XELA	1502	JUSTICE-RESTITUTION-CASE 1	02/26/2015	500.00	.00	
Total ROWLEY, XELA:					500.00	.00	
<b>SANPETE COUNTY</b>							
7379	SANPETE COUNTY	1502	ECHA-BLDG PERMIT-HCS-LOT	02/25/2015	1,112.68	1,112.68	02/25/2015
Total SANPETE COUNTY:					1,112.68	1,112.68	
<b>SANPETE COUNTY FIRE DISTRICT #2</b>							
7370	SANPETE COUNTY FIRE DISTR	1503	FIRE DIST-FEB	03/02/2015	5,120.50	.00	
Total SANPETE COUNTY FIRE DISTRICT #2:					5,120.50	.00	
<b>SANPETE MESSENGER</b>							
7415	SANPETE MESSENGER	675083	ADMIN-HELP WANTED-ACCT T	02/27/2015	64.00	.00	
Total SANPETE MESSENGER:					64.00	.00	
<b>SANPETE SANITARY LANDFILL</b>							
7440	SANPETE SANITARY LANDFILL	1503	LANDFILL FEES-FEB	03/02/2015	4,086.40	.00	
Total SANPETE SANITARY LANDFILL:					4,086.40	.00	
<b>SATTERWHITE</b>							
12056	SATTERWHITE	19654	PARKS-PLAYGROUND-CANYO	02/09/2015	500.00	.00	
Total SATTERWHITE:					500.00	.00	
<b>SCHOLZEN PRODUCTS CO INC</b>							
7505	SCHOLZEN PRODUCTS CO INC	6019674-00	WATER-DEPT SUPPLIES	01/27/2015	155.15	.00	
7505	SCHOLZEN PRODUCTS CO INC	6019765-00	WATER-QUALITY TESTS-CHLO	01/27/2015	79.73	.00	
7505	SCHOLZEN PRODUCTS CO INC	6021133-00	WATER-DEPT SUPPLIES	02/03/2015	621.25	.00	
7505	SCHOLZEN PRODUCTS CO INC	8237	WATER-DEPT SUPPLIES	03/02/2015	615.59-	.00	
7505	SCHOLZEN PRODUCTS CO INC	880933	SEWER-DEPT SUPPLIES	10/31/2014	158.66	.00	
7505	SCHOLZEN PRODUCTS CO INC	HR03001724	WATER-QUALITY TESTS-CHLO	02/15/2015	24.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SCHOLZEN PRODUCTS CO INC:					423.20	.00	
<b>SCHWARTS, MICHAEL</b>							
14274	SCHWARTS, MICHAEL	1502	JUSTICE-WARRANT PD-STATE	02/26/2015	60.00	.00	
Total SCHWARTS, MICHAEL:					60.00	.00	
<b>SEVEN PLUS EQUIPMENT</b>							
7560	SEVEN PLUS EQUIPMENT	2681	FIRE-DEPT SUPPLIES	02/09/2015	663.75	.00	
Total SEVEN PLUS EQUIPMENT:					663.75	.00	
<b>SKAGGS COMPANIES, INC</b>							
7730	SKAGGS COMPANIES, INC	2435737	POLICE-DEPT SUPPLIES	02/13/2015	115.00	.00	
Total SKAGGS COMPANIES, INC:					115.00	.00	
<b>STEVE &amp; DESTINY KULP</b>							
14269	STEVE & DESTINY KULP	1502	ELECTRIC-UTILITY DEPOSIT R	02/18/2015	20.00	.00	
Total STEVE & DESTINY KULP:					20.00	.00	
<b>T &amp; R SPORTS</b>							
8458	T & R SPORTS	460	REC-BASEBALL	02/11/2015	523.30	.00	
Total T & R SPORTS:					523.30	.00	
<b>TERRY R. BROTHERSON</b>							
8515	TERRY R. BROTHERSON	5	SEWER-EXPANSION-CONSTRU	02/18/2015	132,991.92	132,991.92	02/18/2015
8515	TERRY R. BROTHERSON	5A	SEWER-EXPANSION-RETAINA	02/18/2015	6,649.59-	6,649.59-	02/18/2015
Total TERRY R. BROTHERSON:					126,342.33	126,342.33	
<b>THOMSON, BRIAN</b>							
11514	THOMSON, BRIAN	40180	REIMB FOR CELL PHONE	03/01/2015	35.00	.00	
Total THOMSON, BRIAN:					35.00	.00	
<b>THOMSON, DALLAS</b>							
13641	THOMSON, DALLAS	27	Telephone Reimbursement	03/01/2015	35.00	.00	
Total THOMSON, DALLAS:					35.00	.00	
<b>UAMPS</b>							
8920	UAMPS	1502	POWER-POWER BILL-JAN	02/27/2015	141,224.22	141,224.22	02/27/2015
Total UAMPS:					141,224.22	141,224.22	
<b>UCCP</b>							
14272	UCCP	1502	POLICE-TRAINING-UCCP-MCQ	02/25/2015	85.00	85.00	02/25/2015
Total UCCP:					85.00	85.00	
<b>UTAH LOCAL GOVERNMENTS TRUST</b>							
9235	UTAH LOCAL GOVERNMENTS	1497557	WORKER'S COMP-MONTHLY F	02/13/2015	3,488.71	3,488.71	02/19/2015

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total UTAH LOCAL GOVERNMENTS TRUST:					3,488.71	3,488.71	
<b>UTAH STATE TAX COMMISSION</b>							
9320	UTAH STATE TAX COMMISSIO	1503	UTLITY SALES TAX	03/02/2015	6,052.70	.00	
Total UTAH STATE TAX COMMISSION:					6,052.70	.00	
<b>VERIZON WIRELESS</b>							
9480	VERIZON WIRELESS	1502	STREETS-PHONES	02/07/2015	91.30	.00	
9480	VERIZON WIRELESS	1502	WATER-PHONES	02/07/2015	91.30	.00	
9480	VERIZON WIRELESS	1502	SEWER-PHONES	02/07/2015	91.30	.00	
9480	VERIZON WIRELESS	1502	ADMIN-PHONE	02/07/2015	117.34	.00	
9480	VERIZON WIRELESS	1502	P&Z-KPHONE-JET PACK	02/07/2015	40.01	.00	
9480	VERIZON WIRELESS	1502	POLICE PHONES	02/07/2015	366.05	.00	
9480	VERIZON WIRELESS	1502	FIRE-PHONE	02/07/2015	40.01	.00	
9480	VERIZON WIRELESS	1502	REC- PHONES	02/07/2015	62.24	.00	
9480	VERIZON WIRELESS	1502	POWER-PHONES	02/07/2015	53.67	.00	
Total VERIZON WIRELESS:					953.22	.00	
<b>WALMART COMMUNITY / GEMB</b>							
9540	WALMART COMMUNITY / GEMB	1502	ADMIN-OFFICE SUPPLIES	03/02/2015	120.19	.00	
9540	WALMART COMMUNITY / GEMB	1502	NON-DEPT-P&Z	03/02/2015	12.97	.00	
9540	WALMART COMMUNITY / GEMB	1502	POLICE-EQUIP SUPPLIES	03/02/2015	17.91	.00	
9540	WALMART COMMUNITY / GEMB	1502	FIRE-DEPT SUPPLIES	03/02/2015	90.40	.00	
9540	WALMART COMMUNITY / GEMB	1502	LIBRARY-BOOKS	03/02/2015	57.88	.00	
9540	WALMART COMMUNITY / GEMB	1502	LIBRARY-OFFICE SUPPLIES	03/02/2015	5.44	.00	
9540	WALMART COMMUNITY / GEMB	1502	LIBRARY-STORY HOUR	03/02/2015	65.00	.00	
Total WALMART COMMUNITY / GEMB:					369.79	.00	
<b>WHEELER CAT</b>							
9734	WHEELER CAT	23769	STREETS-CAT RENTAL	02/25/2015	100.00	.00	
9734	WHEELER CAT	23769	WATER-CAT RENTAL	02/25/2015	100.00	.00	
9734	WHEELER CAT	23769	SEWER-CAT RENTAL	02/25/2015	100.00	.00	
9734	WHEELER CAT	23769	POWER-CAT RENTAL	02/25/2015	300.00	.00	
9734	WHEELER CAT	23892	STREETS-CAT RENTAL	02/27/2015	100.00	.00	
9734	WHEELER CAT	23892	WATER-CAT RENTAL	02/27/2015	100.00	.00	
9734	WHEELER CAT	23892	SEWER-CAT RENTAL	02/27/2015	100.00	.00	
9734	WHEELER CAT	23892	POWER-CAT RENTAL	02/27/2015	300.00	.00	
Total WHEELER CAT:					1,200.00	.00	
<b>ZIONS BANK - BANKCARD CENTER</b>							
9942	ZIONS BANK - BANKCARD CEN	1503	ADMIN-TRAVEL	03/02/2015	288.20	.00	
9942	ZIONS BANK - BANKCARD CEN	1503	ADMIN-EQUIP SUPPLIES & MAI	03/02/2015	42.49	.00	
9942	ZIONS BANK - BANKCARD CEN	1503	ADMIN-TRAINING	03/02/2015	460.00	.00	
9942	ZIONS BANK - BANKCARD CEN	1503	WATER-PHYSICAL	03/02/2015	130.90	.00	
9942	ZIONS BANK - BANKCARD CEN	1503	POWER-TRAVEL	03/02/2015	1,150.00	.00	
Total ZIONS BANK - BANKCARD CENTER:					2,071.59	.00	
Grand Totals:					341,749.26	272,753.82	

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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**Report Criteria:**

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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**WORK MEETING MINUTES**  
**CITY COUNCIL**  
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL  
5 SOUTH MAIN, EPHRAIM, UTAH  
FEBRUARY 18, 2015  
5:30 PM

**CALL TO ORDER**

The Ephraim City Council convened in a work meeting on Wednesday, February 18, 2015, in the City Council Room. Mayor Squire called the meeting to order at 5:00 p.m.

**ROLL CALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

Brant Hanson, City Manager  
Bryan Kimball, City Planner  
Leigh Ann Warnock, City Recorder

**MEMBERS EXCUSED**

Alma Lund

**CLOSED SESSION**

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

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

**ADJOURN**

*There being no further discussion, Councilmember Margie Anderson moved the work meeting adjourn. The motion was seconded by Councilmember Terry Lund. The vote was unanimous. The motion carried.*

**MINUTES APPROVED:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**MINUTES**  
**REGULAR CITY COUNCIL MEETING**  
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL  
5 SOUTH MAIN, EPHRAIM, UTAH  
**FEBRUARY 18, 2015**  
**6:00 PM**

**CALL TO ORDER**

The Ephraim City Council convened in a Regular City Council Meeting on Wednesday, February 18, 2015, in the City Council Room. Mayor Squire called the meeting to order at 6:00 p.m.

**OPENING CEREMONY**

Councilmember John Scott offered an opening prayer. Councilmember Terry Lund led the audience in the Pledge of Allegiance.

**ROLL CALL**

**MEMBERS PRESENT**

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

**STAFF PRESENT**

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

**MEMBERS EXCUSED**

Terry Lund

**PUBLIC COMMENT**

No public comment presented.

**I. MOTION CONSENT AGENDA**

**A. APPROVAL OF WARRANT REGISTER**

The Council reviewed the Warrant Register of February 17, 2015.

*Councilmember Terry Lund moved to approve the February 17, 2015 Warrant Register as presented. The motion was seconded by Councilmember John Scott. A roll call vote was taken: voting “yes” Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott. The vote was unanimous. The motion carried.*

## **B. APPROVAL OF MINUTES**

The Council reviewed the minutes of the January 21, 2015 City Council Work Meeting.

The Council reviewed the minutes of the January 21, 2015 regular City Council Meeting.

*Councilmember Margie Anderson moved to approve the January 21, 2015 Work Meeting and Regular City Council Meeting Minutes as presented. The motion was seconded by Councilmember Tyler Alder. A roll call vote was taken: voting “yes” Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott. The vote was unanimous. The motion carried.*

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

### **1. CONTRACT: PURCHASE OF BACKHOE**

The Ephraim Public Works and Power Departments are purchasing a Backhoe from Wheeler Cat on a rent-to-own basis. The City will pay \$600 monthly in rent until the end of the fiscal year, at which point the balance will be paid. The starting price is \$64,000. 100% of rental paid will be applied to purchase price.

Brant Hanson feels this is a great deal for the City.

*Councilmember John Scott moved to approve the Wheeler Contract to lease a 2008 backhoe until the end of the fiscal year and to purchase said backhoe at that time as recommended. The motion was seconded by Councilmember Tyler Alder. A roll call vote was taken: voting “yes” Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott. The vote was unanimous. The motion carried.*

### **2. WATER METER WAIVER: SCOTT MURRAY**

Scott Murray purchased a building a Snow Village Apartments. City ordinance requires him to install separate meters for each unit which is a large investment. He is asking for a waiver to allow one meter for the entire building and he agrees to pay for the minimum water bills on all units and the tenants will be billed separately for other utilities. The city has no issues with this and the Utilities Board recommends the waiver.

*Councilmember Margie Anderson moved to approve the Water Meter Waiver for Scott Murray at the Snow Village Apartment complex as recommended. The motion was seconded by Councilmember Tyler Alder. A roll call vote was taken: voting “yes”*

*Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott. The vote was unanimous. The motion carried.*

## II. APPOINTMENTS AND COUNCIL REPORTS

*Councilmember Terry Lund moved to Appoint Don Thompson to the Utilities Board. The motion was seconded by Councilmember John Scott. A roll call vote was taken: voting “yes” Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott. The vote was unanimous. The motion carried.*

*Councilmember Tyler Alder moved to Appoint Becky Hermansen, Samantha Holder, Kyle Parry, Devin Frischknecht and Armando Frutos to the Recreation Board. The motion was seconded by Councilmember Terry Lund. A roll call vote was taken: voting “yes” Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott. The vote was unanimous. The motion carried.*

### **Margie Anderson**

**Youth City Council** – the youth had a good time at the legislature. They all participated and seemed to really enjoy it.

**ECHA** – There is an RFP in the newspaper to sell lot 4 on the south side of the cul-de-sac.

**Ephraim Square Board** – during the festival they will have booths out on the green and will be open longer than usual. All three organizations (art center/community garden/co-op) are passionate about what they do in the square. They want to install some sort of watering system for the garden this year. Brant said they would like some greenery on the north end of the co-op; the oolite on the building is having the same water problems now after the grass has been taken out. There are two sumps for the building as per Chad. He suggested looking into some sort of sealant. Since they are now a 501(c)3 they can go after grants to help with this.

### **John Scott**

**Planning and Zoning** – Bryan is spearheading some zoning ordinance changes and the commission is reviewing. We have to look at our future growth.

## III. DEPARTMENT REPORTS

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

**Main Street** – there will be a Main Street Open House Monday here in the Council Room at noon.

**Cory Daniels, Power Director**

**Rocky Mountain Power** – Cory will be attending a meeting on the morning of March 12. Hopefully they will give us an update on their time frame for the new switch.

**Old Hydro** – They almost had the old hydro going. There still some work to be done. They are troubleshooting right now.

**Trees** – they have been trimming trees all this week.

**Truck Repair** – Sent the bucket truck up north for repairs and should have it back by next week.

**Chad Parry, Public Works Director**

**Amphitheater** – they have been working on the amphitheater and the splash pad. The weather has been really good to us.

**Sewer Project** – the pump house is almost completed. They have been keeping busy on this project.

**Water** – The water level is okay so far, but we will talk some more about new wells.

**Main Street** – the Project will start the first of March. They promised they would be gone long before the Scandinavian Festival.

**Steve Widmer, Financial Director**

**URS Audit** – We were hit with notification on Friday from URS on an audit. We went through pretty quickly and cleanly.

**IV. SUMMARY OF CURRENT EVENTS**

**Legal Services** - an RFP for legal services is out and are due back the 27<sup>th</sup> of this month. Brant is requesting one councilmember and a staff person be on that evaluation committee. They will need to discuss compensation for that as well.

**Airport**– Brant received a call from Mel Lesseberg today. March 30<sup>th</sup> has been set at the start date for the project and they hope to be done in April.

**Economic Development** – Brant has received phone calls about new businesses. One wants to expand an existing business, one wants to do mobile food vending and another is looking at doing a laundromat. They are all looking for locations. We will re-evaluate the Commercial Development CCR and property asking prices. Verizon will be building in there soon.

**Item** –Jeff Edwards, CEO of EDC Utah, will present in the coming months what they are doing, what have done for us to this point, and give us a sense of what we are paying for.

**ADJOURNMENT**

*There being no further business to come before the Council for consideration, Councilmember Tyler Alder moved the Regular Council Meeting adjourn. The motion was seconded by Councilmember Terry Lund. The vote was unanimous. The motion carried.*

The next regular City Council meeting is scheduled to be held on March 4, 2015, starting at 6:00 p.m. in the Ephraim City Council room.

**MINUTES APPROVED:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date



# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:**

3/4/15

**DEPARTMENT:**

Planning & Zoning

**DIVISION:**

Building

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

**TITLE:**

DELAY DEVELOPMENT IMPROVEMENT AGREEMENT FOR MOULTON RESIDENCE

**SUMMARY RECOMMENDATION:**

Staff recommends the City Council authorize the mayor to sign the Delay Development Agreement, with the Moultons in the form of a motion.

**REPORT:**

The Moultons recently constructed a home in Danish Fields Development. Based on conversations with other homeowners in Danish Fields, along with the original subdivider; Kris Jorgenson, the Moultons believed curb, gutter, and sidewalk would be taken care of by the subdivider, through an agreement he had with the city. Because of this, the Moulton's did not set aside funds to take care of the improvements. The agreement was defaulted on by the subdivider, and the Moultons became responsible to install improvements for their home.

By allowing the Moultons to enter into a delay improvement agreement, they will be able to occupy their home, while still being responsible to provide the necessary improvements stipulated in Ephraim City Code.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
		\$0.00		
		\$0.00		
TOTAL:	\$0.00			
FISCAL IMPACT STATEMENT:				
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY RECORDER			
	1. 2. 3. 4. 5.			
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?				
<input checked="" type="radio"/> Department <input type="radio"/> City Clerk's Office <input type="checkbox"/> Document to be recorded				
SIGNATURES	CITY MANAGER:			DATE:
	Brant T. Hanson			
	REVIEWED BY CITY ATTORNEY:			DATE:
	David Church			
RECOMMENDED BY (DEPT/DIV HEAD):			DATE:	
WRITTEN/SUBMITTED BY:			DATE:	

# ***OWNERS AGREEMENT FOR DEFERRED FRONTAGE IMPROVEMENTS***

This Deferred Frontage Improvement Agreement is made by and between **EPHRAIM CITY**, hereinafter referred to as the “**City**” and **BRYAN MOULTON AND KARA MOULTON**, hereinafter referred to as “**Owner**,” to set forth the terms and conditions under which the City will allow The Owner to occupy the property before and defer installing the required frontage improvements upon the following described real property located in the City of Ephraim, Utah, hereinafter referred to as “**the Property**,” and shall be recorded with the property as hereby described:

## **PROPERTY DESCRIPTION:**

PARCEL NO. *Danish Fields, Lot 41*

1. Owner agrees to install or cause to be installed the frontage improvements for the property within a five year’s period of time as set forth in the Development plans and drawings for the Development (the “Development Plans”) that have been approved by the City Engineer. The Development Improvements shall be constructed and installed in a good and workmanlike manner and in full accordance with the Development Plans. Any capable construction standards of City and all applicable federal, state, and local laws, rules and regulations. Developer will supply the City with As-Built drawings showing the Development improvements when they are completed. The Development improvements must be completed five years from the date of approval for the Development. If development improvements are not completed within five years of execution of this agreement by all parties hereto, the City shall have the right, but not the obligation, upon notice of developers’ failure to install the improvements as provided in this agreement to cause the development improvements to be completed by a private contractor, hired by the City, and the Owner hereby specifically agrees that upon completion of the improvement by the City’s contractor that he immediately shall owe to the City the full amount paid to the private contractor for installation of the frontage improvements and that the City may secure this debt by recording with the County Recorder’s office a notice of a lien upon the Property in the full amount of the cost of installing the frontage improvements.
2. The City agrees that if it or the Owners or the City are able to get the previous developer of the property to install the required frontage improvements within the five year period of time that the Owners shall be released from this obligation. If for any reason the previous developer cannot be required to install these frontage improvements the Owners and not the City shall have full financial responsibility to see that they are installed.

3. The developer hereby warrants that all of the improvements installed and every part thereof shall remain in good condition free from all defects in design, materials (excepting normal wear and tear) and /or workmanship for one year from the date all required improvements are completed, inspected and accepted by the City's designated representative (the "Warranty Period"). The developer shall promise to make all repairs corrections and/or replacements for all defects in workmanship, materials (excepting normal wear and tear) and /or equipment included in the required improvements during the Warranty Period, which warranty work shall be inspected and accepted by the City's designated representative.
4. City and Owner agree that this agreement shall apply only to the frontage along the Property described above (parcel # D.F. 40641), being approximately 322.9 <sup>linear feet</sup> of frontage, and which represents only the parcel upon which the Owner's house has been built which is located at 537 N. 530 E.. Nothing in this agreement shall be construed as obligating the City to provide said frontage improvements or any other related improvements, to any other adjoining or nearby parcel(s) of property, whether owned by the Owner or otherwise.
5. This agreement shall be binding upon the parties, heirs, successors, and assigns and shall run with the property described above, and shall remain in effect for the current owner and any subsequent owners(s). This agreement may be amended only by a written instrument signed by all parties, hereto and shall take effect immediately.



Ephraim City:

\_\_\_\_\_  
Richard Squire, Mayor

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

Acknowledgement:

State of Utah            )  
                                  )ss.  
County of Sanpete     )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me, Richard Squire whose identity is personally known to me, or proved to me on the basis of satisfactory evidence, and who by me duly sworn or affirmed and did say that he is the Mayor of Ephraim City and that said document was signed by him in behalf of said Ephraim City by authority of its governing body.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_, Utah

My Commission Expires: \_\_\_\_\_



# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:**

3/5/15

**DEPARTMENT:**

Police Department

**DIVISION:**

- Motion
- Resolution
- Ordinance - Introduction
- Ordinance - Adoption
- Public Hearing

**TITLE:**

Lexipol Agreement

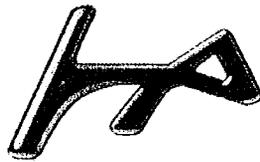
**SUMMARY RECOMMENDATION:**

Lexipol is a Company that develops and updates Law Enforcement Policy.

**REPORT:**

THE COST FOR LEXIPOL WAS PUT INTO THE BUDGET AT THE BEGINNING OF THE BUDGET YEAR AND WAS APPROVED BY THE CITY COUNCIL. I AM BRINGING THE AGREEMENT TO THE COUNCIL FOR APPROVAL.

FISCAL REQUIREMENTS	CITY FUNDS:	\$1,980.00	BUDGETED:	\$2,475.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$1,980.00		
	FISCAL IMPACT STATEMENT:			
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY RECORDER			
	1. 2. 3. 4. 5.			
ADDITIONAL INFORMATION	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?			
	<input checked="" type="radio"/> Department <input type="radio"/> City Clerk's Office <input type="checkbox"/> Document to be recorded			
SIGNATURES	CITY MANAGER:		DATE:	
	Brant T. Hanson			
	REVIEWED BY CITY ATTORNEY:		DATE:	
	David Church			
	RECOMMENDED BY (DEPT/DIV HEAD):		DATE:	
WRITTEN/SUBMITTED BY:		DATE:		



**Lexipol**

Predictable is Preventable®

**AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL**

**Agency's Name:** Ephraim Police Department

**Agency's Address:** 5 South Main  
Ephraim, Utah 84627

Attention: \_\_\_\_\_

**Lexipol's Address:** 6B Liberty, Suite 200  
Aliso Viejo, CA 92656

Attention: \_\_\_\_\_

**Effective Date:** \_\_\_\_\_  
*(to be completed by Lexipol upon receipt of signed agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 4 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

**AGENCY**

**LEXIPOL, LLC**

Signature: \_\_\_\_\_

Print Name: Richard Squire

Title: Mayor

Date Signed: 3/5/15

Signature: \_\_\_\_\_

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

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

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

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

Agency is purchasing the following service(s):

<b>POLICY MANUAL SUBSCRIPTIONS:</b>			
Law Enforcement Policy Manual & Daily Training Bulletins	<input checked="" type="checkbox"/>	Year 1 Pricing \$ <u>1,980.00</u>	Year 2 Pricing \$ <u>1,980.00</u>
Custody Policy Manual & Custody Daily Training Bulletins	<input type="checkbox"/>	Year 1 Pricing \$ _____	Year 2 Pricing \$ _____
Fire Policy Manual & Fire Daily Training Bulletins	<input type="checkbox"/>	Year 1 Pricing \$ _____	Year 2 Pricing \$ _____
Supplemental Services Manual:		Year 1 Pricing \$ _____	Year 2 Pricing \$ _____
Law Enforcement	<input checked="" type="checkbox"/>	Custody	<input type="checkbox"/>
		Fire	<input type="checkbox"/>

**Please complete all fields and place N/A where applicable.**

(Chief/Sheriff Name)	(Title)	(Chief/Sheriff Email)	(Chief/Sheriff Direct Phone)
Ron Rasmussen	Chief	ron.rasmussen@ephraimcity.org	435/851/3532
(Custody Facility Manager Name)	(Title)	(Custody Fac. Mgr. Email)	(Custody Fac. Mgr Direct Phone)
(Name of Agency as you want it to appear on the manual)			
Ephraim Police Department			
(Agency Street Address)	(City)	(State)	(Zip Code) (County)
5 South Main	Ephraim	Utah	84627 Sanpete
(Custody Street Address – If different)	(City)	(State)	(Zip Code) (County)
(Billing Address if different from above)	(City)	(State)	(Zip Code)
(Agency Phone)	(Fax)	(Email)	
435/283/4602	435/283/5841		
(Risk Management Group/Insurance Pool)		(Accreditation Agency)	
Utah Local Government Trust			
(No. of Authorized Sworn Officers)	(If Custody – No. of Beds)	(Agency Fiscal Year End)	(Agency Website)
5			
(Policy Primary User Full Name)	(Title)	(Policy Primary User Phone)	(Policy Primary User Email)
Ron Rasmussen	Chief	435/851/3532	ron.rasmussen@ephraimcity.org
(Custody Primary User Full Name)	(Title)	(Custody Primary User Phone)	(Custody Primary User Email)

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Contract Year.** "**Contract Year**" means the twelve-month period commencing on the Effective Date and each twelve-month period commencing on each anniversary of the Effective Date.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

## 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the first Contract Year (the "**Initial Term**"); provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a "**Renewal Term**"), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**2.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Indemnification), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fees.** Agency will pay to Lexipol the subscription fees specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription fees.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright. Agency is hereby given the right to prepare Derivative Works; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by Agency that is published or displayed by any means or in any medium.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** On and subject to the terms and conditions contained in this Agreement, Agency is hereby granted a perpetual right to use, solely for the Agency's internal purposes, the Subscription Material and any Derivative Works prepared by or for Agency. Agency will not copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Agency will not import any Subscription Material or any Derivative Work prepared by or for Agency into any third party knowledge/content management system or service which provides services comparable to the services provided under this Agreement in competition with Lexipol, regardless of commercial purpose or compensation. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that Lexipol may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Lexipol will use commercially reasonable efforts to ensure the security of Lexipol's systems and to protect the confidentiality of information Lexipol receives from Agency. Lexipol's system uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy.

9. **Indemnification.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Miscellaneous.**

**12.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**12.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**12.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**12.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**12.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**12.6 Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**12.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**12.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**12.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**12.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy

End of General Terms and Conditions

**RESOLUTION**  
**ECR 15-02**

**A RESOLUTION OF POLICY OF THE EPHRAIM CITY COUNCIL  
CLASSIFYING ALL ELECTED OFFICIALS AS PART-TIME EMPLOYEES.**

**WHEREAS** eligibility for retirement coverage under Utah Retirement Systems is administered in accordance with the statutory rules governing Utah Retirement Systems; and

**WHEREAS** the State of Utah requires all elected officials to be classified with Utah Retirement Systems as part-time for coverage purposes; and

**WHEREAS** Ephraim elected officials are not currently classified as part-time employees;

**NOW, THEREFORE,** be it resolved by the Ephraim City Council as follows:

For purposes of Utah Retirement Systems (URS) coverage, Ephraim City classifies all elected officials as part-time.

**APPROVED, PASSED, and ADOPTED** this 4<sup>th</sup> day of March, 2015. This resolution shall take effect upon its passage.

**EPHRAIM CITY**

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Richard Squire, Mayor

ATTEST:

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**COUNCIL VOTE**

John Scott	Aye	___	Nay	___
Terry Lund	Aye	___	Nay	___
Alma Lund	Aye	___	Nay	___
Tyler Alder	Aye	___	Nay	___
Margie Anderson	Aye	___	Nay	___