



**EPHRAIM CITY COUNCIL
WORK MEETING AGENDA
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, April 1, 2015
5:30 PM**

CALL TO ORDER

ROLL CALL

I. DISCUSSION AGENDA

A. Agenda Review

ADJOURNMENT

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted this 27th 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, April, 2015
6:00 PM**

CALL TO ORDER

OPENING CEREMONY

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

ROLL CALL

PUBLIC COMMENT

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

I. PRESENTATIONS

A. UMCA Presentation of MMC Certification to City Recorder

II. MOTION AGENDA

PAGE

A. Approval of the March 31, 2015 Warrant Register

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

1. March 18, 2015 Work Meeting

14

2. March 18, 2015 Regular City Council Meeting

C. Approval of Staff Recommendations:

1. Contract: Flow Data

20

Authorize the execution of a contract between Ephraim City and Flow Data for the Sewage SCADA project. The contract is for 1 SCADA panel with SCADAPack 334, LOI and Radio, and 40 hours of programming and commissioning for a total cost to the City of \$10,685.71.

(Bryan Kimball)

2. Agreement Amendment: Jones and DeMille Engineering, Inc.

28

Authorize the execution of an amendment to the agreement between Ephraim City and Jones and DeMille Engineering, Inc. Facultative Lagoons with Land Application Project dated September 8, 2011 authorizing engineer to provide basic engineering services for additional constructional engineering tasks.

(Bryan Kimball)

III. APPOINTMENTS AND COUNCIL REPORTS

Discussion and possible action on the following items:

A. Appointments

B. Council Reports

1. City Council may report on meetings/events attended and issues discussed in meetings/events attended by a Councilmember in their

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

IV. DEPARTMENT REPORTS

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
ANDERSON, WYATT							
13599	ANDERSON, WYATT	30	CELL PHONE REIMB	04/01/2015	35.00	.00	
Total ANDERSON, WYATT:					35.00	.00	
ANYWHERE COMMUNICATIONS LLC							
12974	ANYWHERE COMMUNICATION	EPH49	GEN GOVT-BACK UP SYSTEM-J	02/17/2015	217.60	.00	
12974	ANYWHERE COMMUNICATION	EPH50	GEN GOVT-BACK UP SYSTEM-	03/17/2015	146.90	.00	
Total ANYWHERE COMMUNICATIONS LLC:					364.50	.00	
AUTO ZONE							
13207	AUTO ZONE	0876292710	WATER-DEPT SUPPLIES	03/03/2015	17.56	.00	
Total AUTO ZONE:					17.56	.00	
BRAITHWAITE, CURT OR MONIKA							
14067	BRAITHWAITE, CURT OR MONI	1503	P&Z-CUT P-REFUND-C BRAITH	03/23/2015	200.00	.00	
Total BRAITHWAITE, CURT OR MONIKA:					200.00	.00	
C F MALM ENGINEERS, LLC							
13101	C F MALM ENGINEERS, LLC	INVECP1198	POWER-HYDRO MAINT	02/27/2015	656.25	.00	
Total C F MALM ENGINEERS, LLC:					656.25	.00	
CACHE VALLEY ELECTRIC CO.							
13395	CACHE VALLEY ELECTRIC CO.	52-15567	GEN GOVT BLDGS-COMPUTER	03/17/2015	560.00	.00	
13395	CACHE VALLEY ELECTRIC CO.	52-15567	GEN GOVT BLDGS-COMPUTER	03/17/2015	6,483.40	.00	
Total CACHE VALLEY ELECTRIC CO.:					7,043.40	.00	
CARVER, KERRY							
1350	CARVER, KERRY	1503	STREETS-FUEL-REIMBURSE E	03/25/2015	44.24	.00	
1350	CARVER, KERRY	90468	REIMB FOR CELL PHONE	04/01/2015	35.00	.00	
Total CARVER, KERRY:					79.24	.00	
CASTRO, ENRIQUE C.							
13198	CASTRO, ENRIQUE C.	43	REIMB FOR CELL PHONE USE	04/01/2015	35.00	.00	
Total CASTRO, ENRIQUE C.:					35.00	.00	
CODALE ELECTRIC SUPPLY, INC							
1715	CODALE ELECTRIC SUPPLY, IN	S5314672.002	POWER DEPT-SUPPLIES	03/24/2015	162.00	.00	
1715	CODALE ELECTRIC SUPPLY, IN	S5350812.001	POWER DEPT-SUPPLIES	03/24/2015	538.14	.00	
Total CODALE ELECTRIC SUPPLY, INC:					700.14	.00	
COUNCIL ON AGING							
1880	COUNCIL ON AGING	93083	MONTHLY DONATION	04/01/2015	625.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COUNCIL ON AGING:					625.00	.00	
DANIELS, CORY							
2075	DANIELS, CORY	40181	REIMB FOR CELL PHONE	04/01/2015	35.00	.00	
Total DANIELS, CORY:					35.00	.00	
DEMCO, INC							
2195	DEMCO, INC	5555359	LIBRARY-OFFICE SUPPLIES	03/20/2015	149.94	.00	
Total DEMCO, INC:					149.94	.00	
ELECTRICAL WHOLESALE SUPPLY OF UTAH							
2555	ELECTRICAL WHOLESALE SUP	909010660	POWER- DEPARTMENT SUPPLI	03/13/2015	154.25	.00	
Total ELECTRICAL WHOLESALE SUPPLY OF UTAH:					154.25	.00	
ESRI							
2782	ESRI	92952737	P&Z-GIS SOFTWARE RENEWAL	03/16/2015	401.00	.00	
Total ESRI:					401.00	.00	
FRANSON CIVIL ENGINEERS INC.							
13649	FRANSON CIVIL ENGINEERS IN	04810	WATER-EPHRAIM TUNNEL	03/11/2015	1,940.30	.00	
Total FRANSON CIVIL ENGINEERS INC.:					1,940.30	.00	
GALE/CENGAGE LEARNING							
3035	GALE/CENGAGE LEARNING	54813203	LIBRARY-BOOKS, ETC	03/18/2015	21.69	.00	
Total GALE/CENGAGE LEARNING:					21.69	.00	
GARDNER PUBLISHING							
3065	GARDNER PUBLISHING	02-6362	LIBRARY-BOOKS	03/15/2015	137.61	.00	
Total GARDNER PUBLISHING:					137.61	.00	
HANSEN, JARED							
3429	HANSEN, JARED	1503	POLICE-MEALS-D&A TRAINING	03/19/2015	75.00	75.00	03/19/2015
3429	HANSEN, JARED	31	REIMB FOR CELL PHONE	04/01/2015	35.00	.00	
Total HANSEN, JARED:					110.00	75.00	
HD SUPPLY POWER SOLUTIONS							
13675	HD SUPPLY POWER SOLUTION	2800522-00	POWER-DEPT SUPPLIES	03/13/2015	2,404.60	.00	
13675	HD SUPPLY POWER SOLUTION	2808853-00	POWER-CAPITAL OUTLAY-MAI	03/16/2015	224.28	.00	
13675	HD SUPPLY POWER SOLUTION	2813359-00	POWER-DEPT SUPPLIES	03/12/2015	58.25	.00	
13675	HD SUPPLY POWER SOLUTION	2815177-00	POWER-DEPT SUPPLIES	03/16/2015	552.96	.00	
Total HD SUPPLY POWER SOLUTIONS:					3,240.09	.00	
HENRY, VIRGINIA							
14267	HENRY, VIRGINIA	1503	JUSTICE COURT-RESTITUTION	03/20/2015	50.00	.00	
Total HENRY, VIRGINIA:					50.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
INGRAM LIBRARY SERVICES							
3875	INGRAM LIBRARY SERVICES	84262237	LIBRARY-BOOKS	03/12/2015	13.97	.00	
3875	INGRAM LIBRARY SERVICES	84345473	LIBRARY-BOOKS	03/18/2015	429.84	.00	
3875	INGRAM LIBRARY SERVICES	84378556	LIBRARY-BOOKS	03/20/2015	174.00	.00	
Total INGRAM LIBRARY SERVICES:					617.81	.00	
IPSA-INTERMOUNTAIN POWER SUPERINT. ASSOC							
3975	IPSA-INTERMOUNTAIN POWER	1336	POWER-ANNUAL BANQUET-IPS	03/20/2015	80.00	.00	
Total IPSA-INTERMOUNTAIN POWER SUPERINT. ASSOC:					80.00	.00	
JENKINS, NOLAN							
13529	JENKINS, NOLAN	30	REIMB FOR CELL PHONE	04/01/2015	35.00	.00	
Total JENKINS, NOLAN:					35.00	.00	
JENSEN, BILL							
4128	JENSEN, BILL	100286	CONTRACT FEE-INTERPRETER	04/01/2015	200.00	.00	
Total JENSEN, BILL:					200.00	.00	
JENSEN, JEFF							
4135	JENSEN, JEFF	1503	SEWER-CDL RENEWAL	03/20/2015	54.00	54.00	03/20/2015
Total JENSEN, JEFF:					54.00	54.00	
JVIATION, INC.							
14257	JVIATION, INC.	8	AIRPORT-RUNWAY-REHAB	03/20/2015	13,422.91	.00	
Total JVIATION, INC.:					13,422.91	.00	
KIMBALL, BRYAN							
4475	KIMBALL, BRYAN	1503	ADMN-MEALS-STATE WATER R	03/31/2015	15.00	.00	
4475	KIMBALL, BRYAN	1503	ADMIN-MILEAGE-STATE WATE	03/31/2015	165.68	.00	
Total KIMBALL, BRYAN:					180.68	.00	
KOPY KATZ							
11800	KOPY KATZ	4470	FIRE-DEPT SUPPLIES	02/27/2015	63.75	.00	
Total KOPY KATZ:					63.75	.00	
LABOR COMMISSION							
4570	LABOR COMMISSION	15E003106	ELEVATOR INSPECTION-CITY	03/26/2015	85.00	.00	
4570	LABOR COMMISSION	15E003106	ELEVATOR INSPECTION-CO-O	03/26/2015	85.00	.00	
Total LABOR COMMISSION:					170.00	.00	
LANDIS+GYR TECHNOLOGIES LLC							
3735	LANDIS+GYR TECHNOLOGIES	90187185	POWER-CCMSP MONTHLY FEE	03/20/2015	675.00	.00	
3735	LANDIS+GYR TECHNOLOGIES	90187186	POWER-MONTHLY HOSTING C	03/20/2015	19.84	.00	
Total LANDIS+GYR TECHNOLOGIES LLC:					694.84	.00	
LARSEN, JASON							
4665	LARSEN, JASON	90473	REIMB FOR CELL PHONE	04/01/2015	35.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LARSEN, JASON:					35.00	.00	
LAYTON HOMES, INC.							
12918	LAYTON HOMES, INC.	1503A	ECHA-LOT#22-DRAW-FINAL	03/30/2015	2,325.00	.00	
12918	LAYTON HOMES, INC.	1503B	ECHA-CONST DRAW-LOT#10	03/31/2015	48,749.00	.00	
Total LAYTON HOMES, INC.:					51,074.00	.00	
LEXIPOL, LLC							
14282	LEXIPOL, LLC	13189	POLICE-POLICY MANUAL	03/20/2015	1,980.00	.00	
Total LEXIPOL, LLC:					1,980.00	.00	
MANN, JOSH							
14178	MANN, JOSH	4	POWER - CELL PHONE REIMB	04/01/2015	35.00	.00	
Total MANN, JOSH:					35.00	.00	
MAPLE LEAF CO. FOOD DIVISION							
5175	MAPLE LEAF CO. FOOD DIVISI	11394	WATER-UPS CHARGE	03/23/2015	72.31	.00	
Total MAPLE LEAF CO. FOOD DIVISION:					72.31	.00	
MASON, MARLIN							
5255	MASON, MARLIN	93086	CONTRACT FOR COMPUTERS	04/01/2015	2,917.00	.00	
Total MASON, MARLIN:					2,917.00	.00	
MELLOR, DALAN B.							
13550	MELLOR, DALAN B.	32	REIMBURSE FOR CELL PHONE	04/01/2015	35.00	.00	
Total MELLOR, DALAN B.:					35.00	.00	
METALMART							
5420	METALMART	440924	AIRPORT-FUEL TANK POSTS	03/23/2015	1,108.92	.00	
Total METALMART:					1,108.92	.00	
MICROMARKETING LLC							
5450	MICROMARKETING LLC	566426	LIBRARY-SUPPLIES	03/16/2015	49.20	.00	
Total MICROMARKETING LLC:					49.20	.00	
MOUNTAINLAND SUPPLY CO.							
5640	MOUNTAINLAND SUPPLY CO.	S101329885.0	WATER-DEPT SUPPLIES	03/13/2015	1,110.86	.00	
5640	MOUNTAINLAND SUPPLY CO.	S101335350.0	WATER-DEPT SUPPLIES	03/18/2015	743.87	.00	
Total MOUNTAINLAND SUPPLY CO.:					1,854.73	.00	
MYERS, JENNY							
14284	MYERS, JENNY	1503	ELECTRIC-UTILITY DEPOSIT-R	03/20/2015	70.62	.00	
Total MYERS, JENNY:					70.62	.00	
NUTRI-MULCH INC							
5980	NUTRI-MULCH INC	FEED0102458	CAPITAL OUTLAY-AMPITHEATE	03/17/2015	336.00	.00	
5980	NUTRI-MULCH INC	FEED0102462	PARKS-GROUNDS MAINT-CAN	03/17/2015	273.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NUTRI-MULCH INC:					609.00	.00	
OFFICE DEPOT							
5990	OFFICE DEPOT	758764778001	ADMIN-OFFICE EQUIPMENT-BA	03/06/2015	75.90	.00	
Total OFFICE DEPOT:					75.90	.00	
OLSON, TED L.							
6065	OLSON, TED L.	1503A	UAMPS MEETINGS & IPA MEETI	03/30/2015	100.00	.00	
Total OLSON, TED L.:					100.00	.00	
PITNEY BOWES							
6495	PITNEY BOWES	1503	ADMIN-POSTAGE	03/08/2015	2,015.00	.00	
Total PITNEY BOWES:					2,015.00	.00	
QUESTAR GAS							
6745	QUESTAR GAS	1503	FIRE-GAS	03/23/2015	359.92	.00	
6745	QUESTAR GAS	1503	STREET- GAS	03/23/2015	137.45	.00	
6745	QUESTAR GAS	1503	WATER- GAS	03/23/2015	137.45	.00	
6745	QUESTAR GAS	1503	SEWER- GAS	03/23/2015	137.45	.00	
6745	QUESTAR GAS	1503	POWER-GAS	03/23/2015	354.67	.00	
6745	QUESTAR GAS	1503	GEN GOV-GAS	03/23/2015	631.15	.00	
6745	QUESTAR GAS	1503	REC-GAS	03/23/2015	134.23	.00	
Total QUESTAR GAS:					1,892.32	.00	
REMAX RESULTS							
14286	REMAX RESULTS	1503	ELECTRIC- UTILITY OVERPAYM	03/31/2015	140.06	.00	
Total REMAX RESULTS:					140.06	.00	
ROOTX							
14285	ROOTX	42479	SEWER-DEPARTMENT SUPPLI	03/10/2015	3,769.64	.00	
Total ROOTX:					3,769.64	.00	
SAUNDERS, STACEY							
14280	SAUNDERS, STACEY	1503	COURTS-RESTITUTION-121500	03/20/2015	136.45	.00	
Total SAUNDERS, STACEY:					136.45	.00	
SCHOLZEN PRODUCTS CO INC							
7505	SCHOLZEN PRODUCTS CO INC	6028636-00	WATER-DEPT SUPPLIES	03/09/2015	6,032.49	.00	
7505	SCHOLZEN PRODUCTS CO INC	6028672-00	WATER-DEPT SUPPLIES	03/09/2015	399.00	.00	
7505	SCHOLZEN PRODUCTS CO INC	HR03002209	SEWER-RENTALS-CHLORINE B	03/15/2015	24.00	.00	
7505	SCHOLZEN PRODUCTS CO INC	HR1001505	SEWER-RENTALS-CHLORINE B	03/23/2015	431.34	.00	
Total SCHOLZEN PRODUCTS CO INC:					6,886.83	.00	
SEVIER OFFICE SUPPLY							
7575	SEVIER OFFICE SUPPLY	836586-0	ADMIN-OFFICE SUPPLIES	03/24/2015	132.74	.00	
Total SEVIER OFFICE SUPPLY:					132.74	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SUMMIT COUNTY CHILDREN'S JUSTICE CENTER							
14283	SUMMIT COUNTY CHILDREN'S	1503	POLICE-CONF REG- J HANSEN-	03/19/2015	135.00	135.00	03/19/2015
Total SUMMIT COUNTY CHILDREN'S JUSTICE CENTER:					135.00	135.00	
SUNRISE ENVIRONMENTAL							
8361	SUNRISE ENVIRONMENTAL	47560	WATER-DEPT SUPPLIES	03/11/2015	54.48	.00	
Total SUNRISE ENVIRONMENTAL:					54.48	.00	
T & R SPORTS							
8458	T & R SPORTS	467	REC-VOLLEYBALL	03/04/2015	81.58	.00	
8458	T & R SPORTS	470	REC- SOFTBALL	03/16/2015	149.94	.00	
Total T & R SPORTS:					231.52	.00	
THOMSON, BRIAN							
11514	THOMSON, BRIAN	40181	REIMB FOR CELL PHONE	04/01/2015	35.00	.00	
Total THOMSON, BRIAN:					35.00	.00	
THOMSON, DALLAS							
13641	THOMSON, DALLAS	28	Telephone Reimbursement	04/01/2015	35.00	.00	
Total THOMSON, DALLAS:					35.00	.00	
THYSSENKRUPP ELEVATOR CORP.							
8725	THYSSENKRUPP ELEVATOR C	3001726006	<i>CD-00</i> ELEVATOR MAINTENANCE- CO	04/01/2015	1,063.90	.00	
Total THYSSENKRUPP ELEVATOR CORP.:					1,063.90	.00	
UAMPS							
8920	UAMPS	1503	POWER-POWER BILL-FEB	03/25/2015	123,835.32	.00	
Total UAMPS:					123,835.32	.00	
UTAH CHIEFS OF POLICE ASSOC							
9115	UTAH CHIEFS OF POLICE ASS	1503	POLICE-CONF REG-RASMUSSE	03/16/2015	125.00	125.00	03/19/2015
Total UTAH CHIEFS OF POLICE ASSOC:					125.00	125.00	
UTAH LOCAL GOVERNMENTS TRUST							
9235	UTAH LOCAL GOVERNMENTS	1499565	WORKER'S COMP-MONTHLY F	03/12/2015	3,488.71	3,488.71	03/19/2015
Total UTAH LOCAL GOVERNMENTS TRUST:					3,488.71	3,488.71	
UTAH VALLEY UNIVERSITY							
12036	UTAH VALLEY UNIVERSITY	A22277	FIRE-RECERTIFICATION	03/17/2015	25.00	.00	
Total UTAH VALLEY UNIVERSITY:					25.00	.00	
VERIZON WIRELESS							
9480	VERIZON WIRELESS	1503	STREETS-PHONES	03/07/2015	89.45	.00	
9480	VERIZON WIRELESS	1503	WATER-PHONES	03/07/2015	89.45	.00	
9480	VERIZON WIRELESS	1503	SEWER-PHONES	03/07/2015	89.45	.00	
9480	VERIZON WIRELESS	1503	ADMIN-PHONE	03/07/2015	117.34	.00	
9480	VERIZON WIRELESS	1503	P&Z-KPHONE-JET PACK	03/07/2015	40.01	.00	
9480	VERIZON WIRELESS	1503	POLICE PHONES	03/07/2015	366.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
9480	VERIZON WIRELESS	1503	FIRE-PHONE	03/07/2015	40.01	.00	
9480	VERIZON WIRELESS	1503	REC- PHONES	03/07/2015	62.24	.00	
9480	VERIZON WIRELESS	1503	POWER- PHONE	03/07/2015	53.67	.00	
Total VERIZON WIRELESS:					947.71	.00	
WALMART COMMUNITY / GEMB							
9540	WALMART COMMUNITY / GEMB	1503	ADMIN-WELLNESS	03/22/2015	79.92	.00	
9540	WALMART COMMUNITY / GEMB	1503	POLICE-DEPT SUPPLIES	03/22/2015	43.92	.00	
Total WALMART COMMUNITY / GEMB:					123.84	.00	
ZIONS BANK - BANKCARD CENTER							
9942	ZIONS BANK - BANKCARD CEN	1503A	ADMIN-TRAVEL	03/25/2015	3,417.35	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	ADMIN-EQUIP SUPPLIES & MAI	03/25/2015	296.88	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	ADMIN-TRAINING	03/25/2015	500.00	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	ADMIN-DEPT SUPPLIES	03/25/2015	93.98	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	NON DEPT-MISS EPHRAIM	03/25/2015	208.84	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	NON DEPT-P&Z	03/25/2015	340.60	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	POLICE-TRAVEL-MEALS	03/25/2015	92.90	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	POLICE-EQUIP SUPPLIES & MA	03/25/2015	469.95	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	STREETS-EQUIP SUPPLIES AN	03/25/2015	970.21	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	WATER-TRAVEL	03/25/2015	713.60	.00	
9942	ZIONS BANK - BANKCARD CEN	1503A	POWER-TRAVEL	03/25/2015	995.09	.00	
Total ZIONS BANK - BANKCARD CENTER:					8,099.40	.00	
Grand Totals:					244,704.56	3,877.71	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Zion's Bank Cards Detail

CARD #	AMOUNT	DEPARTMENT	EMPLOYEE	DETAIL
3/25/2015				
BRANT	\$ 8.00	Admin	Brant	Car Wash, City Car
	\$ 358.99	Admin	Brant	Hotel St. George, March 10-13
	\$ 150.00	Admin	Brant	UCMA Dues and Registration
	\$ 516.99			
CARD 1	\$ 267.60	P&Z	Bryan	Rural Water Conference Hotel
	\$ 469.95	Police	Larry	Gun Parts
	\$ 356.80	Water	Jeff	Rural Water Conference Hotel
	\$ 356.80	Water	Chad	Rural Water Conference Hotel
	\$ 93.98	Admin	General	Flower Arrangement, Steve's mother-in-law
	\$ 1,545.13			
CARD 2	\$ 615.39	P&Z	Bryan	Flight to Washington, D.C.
	\$ 615.39	Admin	Brant	Flight to Washington, D.C.
	\$ 615.39	Admin	Mayor Squire	Flight to Washington, D.C.
	\$ 615.39	Admin	Councilman Scott	Flight to Washington, D.C.
	\$ 2,461.56			
CARD 3	\$ 92.90	Police	Department	Meals, Main Street Diner
	\$ 76.45	Power	Department	Employee meals, Los Amigos
	\$ 288.88	Admin		City Car Repairs in Ft. Collins, CO, battery/alternator
	\$ 459.32	Power	Brian Thomson	Hotel, Rocky Mountain Electric Metering
	\$ 459.32	Power	Jason Larsen	Hotel, Rocky Mountain Electric Metering
	\$ 1,376.87			
CARD 4	No charges			

CARD 5	\$	350.00	Admin	Leigh Ann	Univ. of UT Continuing Ed., Clerk's Academy	
	\$	970.21	Public Works		Tires for trailer	
	\$	73.00	P&Z	Bryan	Professional Engineer License Renewal	
	\$	1,393.21				
CARD 6	\$	208.84	Miss Ephraim	Madisen Whitaker	Shirts	
	\$	208.84				
CARD 7	\$	596.80	Admin	Leigh Ann	Hotel, Country Inn And Suites, S. Jordan	
	\$	596.80				
	\$	8,099.40	GRAND TOTAL			

**MINUTES OF A REGULAR EPHRAIM CITY COUNCIL MEETING
EPHRAIM CITY BUILDING
5 S. MAIN
WEDNESDAY, MARCH 18, 2015
5:00 PM**

MEMBERS PRESENT

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

STAFF PRESENT

Chad Parry, Public Works Director
Cory Daniels, Power Superintendent
Barbara Davies, Secretary
Ron Rasmussen, Police Chief

MEMBERS EXCUSED

Alma Lund

STAFF EXCUSED

Brant Hanson, City Manager
Leigh Ann Warnock, City Recorder

OTHERS IN ATTENDANCE

See Attached.

WORK SESSION

Council members reviewed the warrant register. Council member Margie Anderson asked if the Irrigation Company had been billed their half of the money owed to Franson Civil Engineers for work completed for the tunnel. The City Accountant was not present to answer this question.

The Council will hold a budget work meeting next Wednesday, at 6:00 PM. City staff have been asked to provide a wish list of priorities for the upcoming year, to the Council for their review.

Councilmember Terry Lund is working with Jack Keisel to be able to run power from his home to the Crossing Guard shack when needed.

Councilmember Margie Anderson moved to close the work meeting at 5:40 PM. Councilmember Tyler Alder seconded the motion. All were in favor. The motion carried.

REGULAR SESSION

Mayor Richard Squire called the regular meeting to order at 6:00 PM. Councilmember Margie Anderson offered an opening prayer. Councilmember Terry Lund led the audience in the Pledge of Allegiance.

PUBLIC COMMENT

JoAnn Otten from the County Children's Justice Center presented a banner to the Council to inform residents that April is Child Abuse Prevention Month. As a Board member for the Children's Justice Center, her main focus is to help educate people in regards to promoting

awareness, as well as to raise money for the Center. She told the Council Child Abuse is 100 percent preventable. The Center itself provides a friendly atmosphere for children who have been abused, allowing them to receive counseling and other resources as needed. Approx. 140 children throughout the County have used the Justice Center since its opening two and a half years ago. The Board is asking each City in the County to donate to the Center where possible. The Mayor thanked JoAnn and those associated with the Center for their time and effort in behalf of the children. The Council will review their request for a donation during budget talks.

Resident Barbara Henniger told the Council with the opening of the south end of 400 East; which was previously a dead end, the traffic and speed on 400 East has increased. She appreciates Chief Ron Rasmussen's efforts to help slow down the cars. Because there are many children who play along that route, she, along with her neighbors are asking the Council to place some permanent stop signs north and south on 400 East, install some "children at play" signs, and have speed bumps constructed along 400 east between 400 south and 600 south. Mayor Squire thanked Barbara for expressing her concerns, and said the Council will take her requests under consideration at a later Council meeting.

GRANARY ART CENTER – PRESENTATION

Haley Brooks and Amy Jorgenson presented the Annual report for the Granary Art Center. Haley thanked the Council for their support which has enabled them to do all they have done this past year, including showcasing local, regional, and international artists, providing educational opportunities in the form of workshops and other forums for area residents, their children, and surrounding community members. They have also been able to work closely with Snow College participating in a collaborative art exhibit entered into with the Smithsonian Institute, and participating in a formal intern program. In terms of volunteers, almost 2000 volunteer hours were given to the Granary Arts Center this year.

Both Haley and Amy believe they have surpassed the goals and obligations set by themselves and the city this past year, by obtaining exhibits that meet the needs of the community, functioning with a high standard of professionalism and respect, partnering with reputable people, and raising the visibility of what is happening in Sanpete. Not only has the arts center been recognized locally, but they are beginning to be recognized nationally as well. Most important; however, is the opportunity to change the lives of so many people in good ways. Total attendance for the Granary Art Center this past year stands at approx. 26,655, to include attendees visiting the collaborative exhibit at the college. They were also able to achieve a non-profit status in the fall.

Haley reviewed some of the upcoming shows, and goals set for the museum this year to include hiring a part time manager in order to maintain longer hours, which would enable the Granary to become a Utah Certified museum, and qualify them for more grants. Their long term goal is to achieve sustainability; however, in order to get to that point, they are asking the Council to increase the budget from \$37,000 this year to \$44,100 as outlined in their proposed budget for

the upcoming year. They realize there are many projects needing to be funded by the city, but are hoping the Council will see the value of the museum and the programs it provides to the community.

Kendra Adamson, an intern for the Granary, expressed her appreciation for the opportunities provided her by being able to work at the Center. Another resident expressed her gratefulness for the children's workshops, and the cultural experiences the museum provides for her family. Haley invited Councilmembers to come to the museum and experience the contagious fun of the children's workshops, and to view the exhibit currently on display.

Councilmember Scott said, from his perspective, the directors have reached and far exceeded the City Council's hopes and expectations for the Granary Art Center. He expressed his appreciation for all their time and effort given to create such a dynamic enterprise, as well as the time and effort given by the volunteers.

MOTION AGENDA

Councilmember Anderson asked City Accountant Steve Widmer if the Irrigation Company had paid their share of the Engineering fees for work done on the tunnel. Steve put together a spread sheet of costs; however, the Irrigation Company still needs to be billed. Councilmembers would like to have the Irrigation Company billed on a quarterly basis.

APPROVAL OF WARRANT REGISTER

The Council reviewed the Warrant Register of March 16, 2015.

Councilmember John Scott moved to approve the warrant register of March 16, 2015 as presented. The motion was seconded by Councilmember Terry Lund. Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott voted in favor of the motion. The motion carried.

APPROVAL OF CITY COUNCIL MEETING MINUTES

The Council reviewed the minutes of March 4, 2015.

Councilmember Margie Anderson moved to approve the minutes of March 4, 2015 as corrected. The motion was seconded by Councilmember Tyler Alder. Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott voted in favor of the motion. The motion carried.

PEHP CONTRACT

Councilmembers discussed the PEHP Contract which authorizes the execution of the Employer Health Insurance Agreement between Ephraim City and Utah Retirement Systems Public Employees' Health Program. No rate increase has been proposed.

Councilmember Terry Lund moved to authorize the signing of the PEHP Contract as presented. The motion was seconded by Councilmember Margie Anderson. Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott voted in favor of the motion. The motion carried.

ALSCO CONTRACT FOR FLOOR MATS AT THE LIBRARY

Steve explained at one time the City looked at doing something other than floor mats for the Library, to help keep it clean; however, nothing else seemed to work. AlSCO has done a good job for the City. The contract is written for five years, with no rate increase.

Councilmember Margie Anderson moved to authorize the signing of the ALSCO Contract for the maintenance of floor mats at the Library as presented. The motion was seconded by Councilmember Terry Lund. Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott voted in favor of the motion. The motion carried.

COUNCIL REPORTS

Tyler Alder – Baseball and Softball signups have begun. The Scandinavian Board met and are actively working on putting together this year's festival.

Margie Anderson – The Utah State Leadership Conference held for Youth City Council members throughout the State is not able to accommodate the amount of people wanting to attend this year. Because of this the Ephraim City Youth Council will not be able to attend. Councilmember Scott suggested offering a leadership conference in connection with Snow College; holding two separate conferences in two different places. Margie will get with the Youth City Council representative to find out who the State contact would be to discuss the idea.

Margie also met with the Historic Square Committee. They are looking to ask the City for some big improvements to the Square, and plan to bring their request to the Council soon.

Terry Lund – An interim director is in place at the library, until such time as the Council decides what they would like to do in regards to the position. An Insurance Adjuster from the Trust came down recently to review some of the properties owned by the City. One of his greatest concerns was some large headstones at the Cemetery in danger of tipping over, and possibly harming someone. The Cemetery Board recently talked about working with families to help fix the problem, but the City will most likely incur some of the expense. Terry also met with the Contractor and Engineer for the Main Street Beautification project. They believe they will finish ahead of schedule, and appreciate working with City staff in regards to the project.

Mayor Richard Squire – Planner Kimball, who has been meeting with the State Water Resources Board, called to let him know the State has approved a 1.87 million dollar loan to help repair the tunnel. The City also received approval for a matching grant through the Water Smart program. Any money paid by the City for the project will be split 50/50 with the Ephraim

Irrigation Company. The loan was obtained by a promise from the City they would only take the amount of water they have shares for. The City will continue to look at other resources to help pay for the repair.

DEPARTMENT REPORTS

Chad Parry – reported his crew has been involved in many large projects, and although overwhelming at times, they continue to plug ahead, and do their best. The Main Street project seems to bring new challenges almost every day needing to be resolved. Work on the Amphitheater is coming along, and crack seal for the roads will begin soon. In regards to sewer maintenance, wipes advertised as being flushable, are proving to be a nightmare to the system. There have been more plugs to the system this past three months than has happened all of last year. It would be good to have some advertising in regards to the adverse effects of the supposedly “flushable” wipes, and the harm they bring to the city’s sewer system. Councilmembers agree.

In regards to the Main Street project, John asked if any money had been set aside in the budget for hanging baskets, flowers, etc. to be placed along Main Street, and how they were going to be maintained. Chad said they looked at installing a drip system, but determined it would be hard to maintain, and watering by hand would be better. Steve is not aware of any money set aside in this year’s budget for flowers; although, it might have been accommodated through Main Street project funds.

Cory Daniels – The old hydro was recently taken apart and sent out for cleaning and maintenance. It was quite a project to get the parts out of the old building. Cory recently attended an ISA meeting, in which a new rule was given in regards to harness strength. Some new harnesses will need to be purchased for the crew, and although they are expensive, safety is the main concern.

Underground power has been placed at the Airport, and a new meter base installed for the old hanger. Preparation work has begun for the installation of the new fuel tanks. Two crew members are currently in Fort Collins training on the new RF system, which is fairly complex. Other department personnel are involved in setting new poles, preparing to upgrade the old power substation, and working with the Contractors on the Main Street project.

Cory invited Council members to attend a meeting to be held by Rocky Mountain Power at 10 am, tomorrow, at the Mt. Pleasant City Hall, in regards to their plans and time frame for fixing some of the lines connected to our system.

Chief Ron Rasmussen – thanked the Council for their support in regards to the new policy program. His Department continues to work through the usual DUI’s, and have obtained some

State funding to help pay for extra shifts to cut down on those types of offenses. Ron will continue to work on slowing down the traffic along 400 East, as mentioned previously, and have a stop sign installed, put the speed trailer up again, and increase surveillance in the area. John asked Ron if his department had been involved in the recent drug bust at the College. Ron answered yes. John feels this helps substantiate the need the College has to increase their work force.

Terry asked Ron if he would work on advertising the proper four wheelers routes in the city now that spring is here.

ADJOURNMENT

Councilmember John Scott moved to adjourn the meeting at 8:00 PM. The motion was seconded by Councilmember Tyler Alder. Councilmembers Tyler Alder, Margie Anderson, Terry Lund, and John Scott voted in favor of the motion. The motion carried.

The next regular City Council meeting is scheduled to be held on April 1, 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:

April 1, 2015

DEPARTMENT:

Sewer

DIVISION:

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

TITLE:

SCADA Contract

SUMMARY RECOMMENDATION:

Authorize the execution of a contract between Ephraim City and Flow Data for the Sewage SCADA project. The contract is for 1 SCADA panel with SCADAPack 334, LOI and Radio, and 40 hours of programming and commissioning for a total cost to the City of \$10,685.71.

REPORT:

- Scada contract – \$10,685.71 to Flow Data (Jeff England) for the purposes of installing a SCADA system to our new sewer lagoon treatment facilities.
 - Jeff England has historically provided custom scada system programming and equipment for our power/water/sewer facilities. This contract will allow him to tie the new sewer treatment facilities into our current scada system, which allows us to monitor our utility systems from the office computer.

FISCAL REQUIREMENTS	CITY FUNDS:	\$10,685.71.	BUDGETED:	\$0.00
	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:	\$0.00		
FISCAL IMPACT STATEMENT: o Budget: this amount is reimbursable through the state funding we received as part of our sewer expansion project. This amount is less than original engineer's estimates and may lead to cost savings on the project for this line item.				
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:		



Flow Data, Inc.
2309 Grand Park Drive
Grand Junction, CO 81505
T 970.523.7744
F 970.523.7774
www.flow-data.com

Mar 25, 2015

Bryan Kimball
Ephraim City
5 South Main
Ephraim, UT 84627

RE: Sewage SCADA
Proposal: 1448

This proposal, number 1448, demonstrates the budgetary estimate of the Sewage SCADA project with the following equipment and services:

- (1) SCADA Panel with SCADAPack 334, LOI and Radio
 - (40) Programming and Commissioning Hours
- Pricing for above materials and services: \$ 10,685.71

NOTE: Upon approval with a PO, we will order all items.

THIS PROPOSAL IS VALID FOR 30 DAYS

To accept and execute this proposal please issue an appropriate purchase order referencing this proposal and attach.

Sincerely,

FLOW DATA, INC.
Jeff England
801-520-3270
jeffengland@flow-data.com

Accepted

Date

Printed



2014 Standard Rate Schedule-Labor (Rev 2)

This proposal is based upon the interpretation of the design and engineering by Flow Data as presented and is clarified as follows:

I. INCLUSIONS

- a. Project Specific
 - 1. N/A
- b. Standard
 - 1. Product procurement, assembly, software installation, and testing.
 - 2. Submittals of proposed equipment as necessary.
 - 3. Documentation of work completed and quality assurance as necessary.
 - 4. Record drawings and operation and maintenance manuals as necessary.
 - 5. Testing reports as necessary.
 - 6. Manufacturer's warranty on materials and equipment as applicable.
 - 7. 12 month warranty on workmanship from date of shipment

II. EXCLUSIONS

- a. Project Specific
 - 1. N/A
- b. Standard
 - 1. All Field Installation – this will be performed on a Time & Material basis.
 - 2. Custom Programming – these requests will be performed on a Time and Material basis.
 - 3. Trenching – unless specifically included.
 - 4. Anything not specifically included.
 - 5. Any hardware/equipment other than listed.
 - 6. Shipping
 - 7. Taxes
 - 9. Price escalation of commodity materials and quoted equipment.

III. CLARIFICATIONS

- a. Project Specific
 - 1. N/A
- b. Standard
 - 1. Standard delivery is 4-6 weeks after notice to proceed or receipt of Purchase Order - unless specified differently.
 - 2. Flow Data considers a Purchase Order, an email approval notification, or a signed proposal as a notice to proceed and is a binding contract; subject to the Terms and Conditions of this document. Cancelled orders are subject to a minimum restocking fee of 50% for all materials. In addition, shipping costs, engineering and procurement services incurred prior to the cancellation and related to the proposal will be billed per the attached Rate Sheet.
 - 3. All equipment supplied or specified by Others is not covered under warranty by Flow Data. Any services related to integrating, servicing, or calibrating this equipment will be billed on a Time & Material basis.
 - 4. Per Diem charges may apply for commissioning or installation services.
 - 5. We will not proceed on any scope of work unless directed to by the owner in writing.
 - 6. This proposal and representative scope of work was solely based on the interpretation of the design and specifications provided and on verbal direction from the owner, and minimum code standards.
 - 7. Flow Data has based the development of this proposal upon implementing its own schedule



including, but not limited to, submittal and approval of equipment and materials, review and approval of electrical and automation activities, logical sequencing of work, procurement activities, resource leveling, manpower, and duration.

8. This proposal has been based upon a standard forty (40) hour work week during normal working hours, based on a 4/10 schedule. No premium or overtime costs have been included.
9. All Contract Changes, Change Orders, and Extra Work Orders will be based on the accompanying 2014 Rate and Fee Reimbursement Schedule.
10. It is understood that 30% of the quoted package will be invoiced upon receipt of PO and that the remaining 70% will be invoiced upon shipment of the equipment and payable within 30 days.
11. Flow Data requires that our notice to proceed to coincide with our project schedule based on anticipated delivery times of long lead items.
12. For installations with Electrolab DLS 2100 tank level probes, the customer will provide an opening on the top of the tank with a minimum ID of a 3" NPT fitting. Other level devices may

also

require minimum ID requirements.

ATTACHMENT A

Flow Data, Inc. Proposal Terms and Conditions

This Proposal was prepared in conformance with the terms and conditions contained in the AIA Document A401 – 1997. Should terms be offered in material conflict with this document, this proposal is subject to changes or revocation.

Contract Documents

Approval of this Proposal by the Owner creates a binding contract based on the Terms and Conditions herein. This Subcontract consists of all documents provided by Owner (Party addressed in the Proposal) to Contractor (Flow Data, Inc.) in connection with the proposal submitted by Contractor. Any listing of documents are referenced and incorporated herein.

Scope of Contracted Work

The scope of Contracted work shall be in accordance with this Contract and the Contract documents as referenced herein.

Field Conditions

Prior to commencement or during the execution of work on the Contract, Contractor shall give Owner notice of any condition which adversely impacts Contractor's performance. The parties shall thereafter, in good faith, enter into such change orders and extra work orders pertaining to the Contract as shall reasonably and fairly modify the obligations of the parties under this Contract.

Compliance with Schedules

Contractor shall comply with such Owner schedule as has been provided as a Contract document leading to the bid and the Contract. Contractor shall be allowed the addition of detailed electrical and automation activities, durations and logic ties required in the efficient performance of the electrical and automation work scope, which takes into account the reasonable scheduling needs of Contractor. This coordinated schedule shall become the basis for determination of performance or failure to perform. Any subsequent modification of such project schedule shall be in writing and shall be agreed by mutually accepted written change order.

Inspection of Subcontracted Work

Contractor shall reasonably cooperate with Owner and governmental inspectors with respect to the approval of its work in accordance with applicable codes, Authorities Having Jurisdiction, and compliance with the Contract documents. In the event of governmental rejection of the work performed by Contractor, Contractor shall take such reasonable remedial action as will result in approval. In the event of reasonable rejection of work performed by Contractor as a result of an inspection by Owner, reasonable redemption of work not in compliance with the Contract documents shall be promptly performed by Contractor.

Safety

Contractor shall comply with all safety requirements of any applicable governmental authority, including OSHA. In the event the Owner reasonably determines that Contractor is not within such compliance after having given written notice to Contractor of the basis of the claim of non-compliance, Owner may cure the deficiency and deduct the cost thereof from the Contract price if Contractor does not correct within a reasonable timeframe. Owner shall provide all trades with basic OSHA compliance in terms of barricades, access, and safety coordination consistent with industry standards practiced in the United States.

Warranty

Notwithstanding any other provision of the Contract Documents or any other agreement or communications between Contractor and Owner, Contractor's warranty obligations for materials or equipment manufactured by others shall be limited to a pass-through of the warranty obligations of the manufacturer and does not include expendable items such as, but not limited to; lamps, fuses, etc. Contractor's workmanship warranty is limited to one year. CONTRACTOR PROVIDES NO

MATERIAL WARRANTY SEPARATE FROM THE MANUFACTURER'S WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. PADPro panels supplied under this proposal are covered under a 2 Year Limited Warranty for workmanship. Labor costs are specifically excluded for all material warranties.

All changes in Contracted work shall be in the form of a mutually accepted and written work authorization form. Such written work authorization shall include agreement upon all of the following:

- a.) The specific change in the work to be performed;
- b.) The amount of the adjustment in Contract price, if any; and
- c.) The extent of the adjustment and time for performance, if any.

Such change in the Contracted work shall not proceed until the above-described work authorization is agreed upon in writing.

Resolution of Disputes

All disputes for claims by and between the Owner and Contractor shall be resolved by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining.

Default and Termination

Should Contractor fail to perform the Contract work in accordance with the Contract, and after seven day's written notice from Owner fail to cure such default for non-performance, then Owner may deem Contractor to be in default and without limitation on other remedies available at law or in equity and thereupon demand delivery from Contractor of all drawings and equipment intended for the performance of the Contracted work. In the event of termination of this Contract, Contractor shall receive payment for any unpaid portion of procured equipment and materials and completed Contract work.

Indemnity

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work under this Contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, the Contractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section Indemnity.

Insurance

Contractor does not endorse or extend waiver of subrogation or hold Subcontractor's insurance coverage as primary.

Design Services

Should Contractor perform or participate in automation and electrical design services, the parties agree that all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by Flow Data, Inc., (Automation and Electrical Engineering Services) or its professional service providers and sub-consultants shall become proprietary to, and solely for the exclusive use of Flow Data, Inc. Flow Data, Inc. is not insured or structured to

offer design services and support to any other automation or electrical installation firm(s) and cannot allow the distribution of the referenced design concept(s) or media to any other automation or electrical contracting firm for any reason.



2014 Standard Rate Schedule-Labor(Rev 2)

Labor	Standard Time (per hour)	Overtime (per hour)
Warehouse Representative	\$39	\$55
Panel Technician	\$49	\$69
Electrical Technician	\$78	\$109
Automation Technician	\$84	\$126
Calibration/Measurement Technician	\$75	\$105
Project Manager	\$115	\$154
Project Engineer	\$110	\$161
Application Engineer	\$79	\$111
QA/QC Representative	\$65	\$91
Designer/Drafter	\$65	\$91
SCADA Programmer	\$110	\$154
Automation Programmer	\$110	\$154
RF Communications Analyst	\$101	\$142
Enterprise APP Programmer / Analyst	\$105	\$147
 GC Services		
GC Analysis on Truck	\$49/ea	
GC Analysis sent out	Cost + 18%	
 Equipment		
Truck	\$24.00/hour	
Generator - 65KW	\$85.00/day	
Generator - 70KW	\$85.00/day	
Generator - 150KW	\$150.00/day	
Generator - 180KW	\$250.00/day	
Generator - 250 KW	\$300.00/day	
Automatic Power Transfer System (APTS)	\$50.00/day	
2 - 70kw Generators w/ APTS & Trailer	\$410.00/day	
EFM 2"-Portable Electronic Flow Meter	\$65.00/day	
EFM 3"-Portable Electronic Flow Meter	\$85.00/day	
Transformer-Distribution	\$35.00/day	
480 Volt Distribution Panel	\$50.00/day	
Ground Fault Annunciator Panel-GFAP1	\$25.00/day	
Multi Variable Gas Meter-MVT	\$40.00/day	

2014 Standard Rate Schedule-Labor (Rev 1)

A. T&M - Not to Exceed:

1. Projects may be executed as Time and Material with a not-to-exceed (NTE) value.
2. These NTE projects may require change order to increase the NTE due to scope changes.

B. Lump Sum:

1. Projects may be executed as Lump Sum Projects with defined scopes and fixed price proposals.
2. These Lump Sum projects may require change order to increase or decrease the contract value due to scope changes.

C. Product Training:

1. Flow Data onsite training in Grand Junction is offered at \$900.00/person.(2-Days)
2. Flow Data will train at client sites at \$900.00/person. (2-Days) D.6 will apply for travel expenses.

D. Notes:

1. Holiday pay will be billed at double time. A minimum for all labor assigned shall be two (2) hours per day. Contractor shall fully comply with all applicable laws regarding overtime pay to its employees. Contractor shall only charge Company for overtime for hours worked over 40 per week or 12 hours per day as per Colorado Law.
2. Contractor shall be reimbursed in accordance with the quoted hourly rates for reasonable and necessary travel time paid to employees to travel to the job site. Such allowed travel time shall be considered work time and shall be included in the total hours for the days worked.
3. In the case of significant increases in labor or equipment costs, Flow Data reserves the right to open discussions to modify the rate schedules in order to recover these costs.
4. Requests for specific individuals or classifications may incur additional travel costs at list price plus 12% of reasonable and necessary travel only, and shall not include - housing and meals, which shall be treated in concurrence with other reasonable and necessary expenses hereunder.
5. Help desk support is available, Application Engineers man the help desk 24/7 and will bill out at a minimum of 30 minutes per call for non-warranty work.
6. If a Customer Acceptance Test (CAT) is not completed and signed by both parties within 7 days of completion of the project, the customer defaults to agreement that the Flow Data Site Acceptance Test (SAT) is acknowledgement and proof that the project is fully complete and the scope of work is fulfilled.
7. Material requisition, commodities, specialty tools and Direct Job Expense will be at list price plus 18%.



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:

April 1, 2015

DEPARTMENT:

Sewer

DIVISION:

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

TITLE:

SCADA Contract

SUMMARY RECOMMENDATION:

Authorize the execution of an amendment to the agreement between Ephraim City and Jones and DeMille Engineering, Inc. Facultative Lagoons with Land Application Project dated September 8, 2011 authorizing engineer to provide basic engineering services for additional constructional engineering tasks.

REPORT:

- Jones and Demille – second amendment to agreement between Ephraim City and Jones and Demille for professional services
 - As previously discussed with the city council, this formally increases the previously approved engineering contract by \$10,000, due to additional design and permitting work required by the state.

FISCAL REQUIREMENTS	CITY FUNDS: \$10,000.00	BUDGETED: \$0.00
	STATE FUNDS: \$0.00	AVAILABLE TO TRANSFER: \$0.00
	FEDERAL FUNDS: \$0.00	IN CONTINGENCY: \$0.00
	OTHER SOURCES: \$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:
	TOTAL: \$10,685.71	Authorize the execution of an
FISCAL IMPACT STATEMENT: oo Budget: this amount is reimbursable through the state funding we received as part of our sewer expansion project. This amount will be covered by the project funds, made possible by a combination of contingency funds and implementing various cost saving measures during the project.		
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: Brant T. Hanson	DATE:
	REVIEWED BY CITY ATTORNEY: David Church	DATE:
	RECOMMENDED BY (DEPT/DIV HEAD):	DATE:
	WRITTEN/SUBMITTED BY:	DATE:

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

This is an Amendment to the Agreement for the Wastewater Facultative Lagoons with Land Application Project, dated September 8, 2011, between **EPHRAIM CITY** (“OWNER”) and **JONES & DeMILLE ENGINEERING, INC.** (“ENGINEER”). OWNER gives written authorization to ENGINEER to provide basic engineering services in addition to that previously authorized in order to cover additional services required for additional construction engineering tasks.

The following portions of the Agreement between OWNER and ENGINEER for the project are amended to increase the scope and associated fee of the project to include additional construction engineering services.

1. *Scope.* The scope to the above-referenced project has been increased to include observation, testing and documentation of extended construction work occurring after the winter shutdown.
2. *Compensation.* An amount of \$10,000 to cover the requested additional construction engineering services. In addition, an amount of \$2,213 for Phase 90 additional engineering services – land survey for additional surveying efforts requested by City Staff.
3. *Resident Project Representative Services:* For services of Engineer’s Resident Project Representative (RPR), an amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates, attached hereto as Exhibit A, for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any. The total adjusted compensation under this Paragraph is estimated to be \$111,000, over a 140-day construction schedule. RPR services will be provided at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the contractor.
4. *Duties, Responsibilities, and Limitations of Authority of Resident Project Representative.* The Resident Project Representative shall have the duties, responsibilities and limitations of authority as set forth in Attachment B, consisting of 5 pages, and incorporated herein by reference.
5. *Hold Harmless:* ENGINEER’s commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event OWNER later elects to reduce design professional’s scope of services, OWNER hereby agrees to release, hold harmless, defend and indemnify

ENGINEER from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

6. *Period of Service:* The compensation amount stipulated is conditioned on a period of service not exceeding twelve months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement, effective as of March 17, 2015.

OWNER:
Ephraim City

ENGINEER:
Jones & DeMille Engineering, Inc.

By: _____

By: _____

Name: _____

Name: _____

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

5 South Main
Ephraim, UT 84627

1535 South 100 West
Richfield, UT 84701

Designated Representative:

Designated Representative:

Name: Bryan Kimball

Name: Darin Robinson, P.E.

Title: City Planner

Title: Principal

Phone Number: 435-283-4631

Phone Number: 435-896-8266

Facsimile Number: 435-283-4867

Facsimile Number: 435-896-8268

Email Address: _____

Email Address: darin@jonesanddemille.com