

## NOTICE AND AGENDA

### SOUTH OGDEN CITY COUNCIL MEETING

Tuesday, April 7, 2015 – 6:00 p.m.

*Notice is hereby given that the South Ogden City Council will hold their regular City Council Meeting, Tuesday, April 7, 2015, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.*

#### I. OPENING CEREMONY

- A. **Call to Order** – Mayor James F. Minster
- B. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Council Member Wayne Smith

- II. **PUBLIC COMMENTS** – This is an opportunity for comment regarding issues or concerns. No action can or will be taken at this meeting on comments made.  
*Please limit your comments to three minutes.*

- A. Recognition of Scouts

#### III. RECOGNITION OF SCOUTS AND STUDENTS

#### IV. CONSENT AGENDA

- A. Approval of February 17, 2015 and March 3, 2015 Council Minutes
- B. Approval of March Warrants Register
- C. Set Date For Public Hearing (April 21, 2015 at 6:00 pm or as soon as the agenda permits)  
To Receive and Consider Comments on Proposed Amendments to the FY2015 Budget
- D. Approval of Bid Award to Staker Parson for 2015 Road Chip and Seal Project
- E. Approval of Bid Award to B&K Fox Construction for Storm Drain Repair Project
- F. Approval of Bid Award to CEM Aquatics for Installation of Splash Pad UV Filter
- G. Approval of Proclamation Declaring May 1, 2015 as Arbor Day in South Ogden City
- H. Approval of Proclamation Declaring May 17-24, 2015 as Public Works Week in South Ogden City

**V. DISCUSSION /ACTION ITEMS**

- A.** Consideration of **Ordinance 15-10** – Amending Title 1, Chapter 7 of the City Code Having to Do With Campaign Finance Disclosure Requirements
- B.** Consideration of **Resolution 15-10** - Approving an Agreement With EMI for Dental Insurance Benefits
- C.** Consideration of **Resolution 15-11** – Approving an Agreement With Staker Parson for 2015 Road Chip and Seal Project
- D.** Consideration of **Resolution 15-12** - Approving an Agreement With B&K Fox Construction for Storm Drain Repair Project
- E.** Consideration of **Resolution 15-13** – Approving an Agreement With Weber County for Election Services
- F.** Consideration of **Resolution 15-14** – Approving an Agreement With CEM Aquatics for Installation of Splash pad UV Filter
- G.** Consideration of **Resolution 15-15** – Establishing a South Ogden City Arts Council

**VI. DEPARTMENT DIRECTOR REPORTS**

- A.** Jon Andersen – Project Updates

**VII. QUARTERLY REPORTS**

- A.** Andrew Hyder – Good Landlord Program Quarterly Report
- B.** Jill McCullough – Events Quarterly Report

**VIII. REPORTS**

- A.** Mayor
- B.** City Council Members
- C.** City Manager
- D.** City Attorney

**IX. ADJOURN**

Posted and emailed to the State of Utah Website [April 2, 2015](#)

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website ([southogdencity.com](http://southogdencity.com)) and emailed to the Standard Examiner on April 2, 2015. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.

**FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA**



# MEMORANDUM

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Date: April 2, 2015  
To: Mayor and City Council  
From: Matthew J. Dixon, City Manager  
**Re: April 7, 2015 Council Meeting**

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A handwritten signature in black ink that reads "Matthew J. Dixon".

Below is a brief summary of the agenda items for your upcoming city council meeting. Please review this information as well as the staff reports and support materials contained within the packet. If you have any questions or need any additional information please let me know.

## Consent Agenda

- *Public Hearing* – This budget public hearing will be held on April 21. The main purpose for the budget amendments will be to allocate funds for parks improvements.
- *Bid Awards* – There are three separate bid awards staff is recommending be approved via the consent agenda. First, is the bid for 2015 Road and Chip Seal Projects. Second, is for the Storm Drain repair project. Third, is a bid award for the installation of a UV filtration system for the Nature Park splash pad.

## Discussion and Action Items

- *Ordinance 15-10 – Campaign Finance Disclosure Requirements.* These changes are the results of recent state legislation dealing with campaign financial disclosure requirements. This ordinance amends Title 1, Chapter 7 of the city code to reference the state's financial disclosure requirements in lieu of depending on the city to keep our code current with state law. See Leesa's staff report for the details of the state changes.
- *Resolution 15-10 – Agreement with EMI Dental Insurance Benefits.* This agreement establishes the city's business relationship with EMI Dental – the city's new dental insurance provider. EMI was selected after a competitive solicitation by the city's health insurance brokers (GBS). EMI provides a

large network of dental service providers for the best comparable prices. Staff recommends approval of the EMI Agreement for the 2015 calendar year.

- *Resolution 15-11 – Agreement with Staker Parson for 2015 Road Chip and Seal Projects.* As a part of the \$1,375,000 of one-time monies transferred from various enterprise funds to support much needed road improvement projects last year, the council allocated a portion of those monies to be used for important road preservation/maintenance projects. This project will provide an improved wear surface on as many of the newly reconstructed roads as the budget will allow. For bidding purposes, the city asked the companies to provide a cost on applying a chip seal coat to 57,000 square feet of existing road surface. Once approved, staff will work with the contractor to determine which of the roads will get the treatment. The roads that will be discussed include: 5600 S., Edgewood, Glassman, 5100 S., and 1550 East. Depending on the amount of material used on each road one or more of these roads may need to be eliminated from the project.
- *Resolution 15-12 – Agreement with B&K Fox for Storm Drain Repair Project.* Last year, as you may recall, there was a large water main break on Country Club Drive. The water ran under the asphalt and parts of the curb and gutter eroding subservice materials and causing a lot of damage. Recently staff discovered that there are some storm drain system repairs that need to happen as soon as possible, in order to prevent further problems in the street and the surrounding. This project will replace storm drain pipe in the area as well as improved fill around the new pipe. This project will be paid for out of the storm drain enterprise fund. Jon has provided pictures of the project area for you to see the state of the drain that will be fixed through this project.
- *Resolution 15-13 – Agreement with Weber County for Election services.* This agreement establishes that South Ogden City be utilizing the services of Weber County for the 2015 municipal election. Since the council's decision to have the county administer the hybrid (mail and ballot) election, the county has informed us that they will be paying for 50 percent of the election this year. This is because the county is putting the new quarter cent transportation tax option on the November ballot. You may recall the recent legislation allows each county to impose the increased tax after a supporting vote of the residents of each county. This is great news! Not only are we expecting an increase in voter participation through the hybrid election process but we now will only be responsible for one half of the election costs.
- *Resolution 15-14 – Agreement with CEM Aquatics for installation of UV filtration system.* In 2014 the city received RAMP monies to purchase and install a U.V. filtration system at the splash pad. The U.V. system will improve the process of disinfecting the water that runs through the system. The cost of the system is \$20,500 which is covered 100 percent by the RAMP funding received by the city.
- *Resolution 15-15 – Establishing South Ogden City Arts Council.* In an effort to better promote the arts in South Ogden and in an effort to improve our success with RAMP funding for the arts in the

city, staff is recommending the council create an Arts Council. Currently the city has to utilize another Arts Council to review our arts RAMP grants. In the future all RAMP applications for South Ogden dealing with the arts will be reviewed by the city's Arts Council. The council can be utilized for many other valuable community activities and events. Jill McCullough, Special Events Coordinator, will be presenting this agenda item and will help answer any of your questions.

## Quarterly Reports

- *Good Landlord Program* – Andrew Hyder will be providing a quarterly report on the GLLP during the meeting.
- *Special Events* – Jill McCullough will be providing an update on the various community events for the first quarter in 2015 as well as what's coming up in the coming months.

Staff has scheduled the other quarterly reports for the April 21 council meeting.

## Other Business

- *Logo* – I've emailed the latest logo concepts for your review. The council needs to decide how you wish to move forward in determining which logo you want to adopt. I know Russ and Sallee have provided their recommendations via email. I can certainly keep track of the votes if the rest of you want to simply email your picks as well.
- *Popeyes* – Staff has had a preliminary discussion with Popeyes over their proposed site plan behind Warrens. The project looks great and will go a long way to help clean up the thrift store property. They are finalizing some engineering before they formally submit their site plan application.
- *Ambulance Fund* – Staff has had several meetings regarding the state of the city's ambulance fund. We have found several ways to possibly improve the fund's performance. Chief West is working diligently to research and gather data on the various options. Once staff has analyzed the data we will prepare a recommendation for the council to consider. Some of the ideas include increasing fees and changing the way we provide these services to the community.
- *Strategic Plan* – I hope you are taking some time to review the goals in the 2015 plan. I've asked the department heads to provide any questions/feedback on the goals to me so I can prepare some recommendation for the group to discuss during the April 21 council meeting. If you need assistance accessing the plan please let me know. Our success in achieving the city's vision will only be as good as our ability to clearly define what we need to do to take us there (that almost sounds quotable).
- *Skyline Drive* – Staff has met with Weber County on their Skyline Drive project. We expressed the council's concerns about safety for residents, pedestrians, business access and children walking to school. They indicated that they see Skyline and Eastwood being at least a two-way if not a four-way

stop (two-way would stop Skyline traffic). They also envision Skyline and Wasatch as being a four-way stop as well. Their recommendation, although they recognize they don't control the intersection, is for the city to remove the three-way stop at Skyline and Cedar Lane. I have asked the city police department to analyze this intersection and provide their recommendation. They (police department) were also asked to work with the school in reviewing their Safe Routes to School Plan and to factor that into their analysis and recommendations. I know some members of the council have asked that a letter be prepared and sent to the county expressing the city's concerns. I think this is a great idea however, I think it would be best to wait and see what the police department recommends prior to sending the letter. That way you'll have more data and understanding before formalizing your requests to the county. The PD work will not take long. I would expect we could have the PD provide a report to the council on April 21 and then allow you to direct staff as to what you'd like sent to the county.

- *Community Survey* – The survey is moving forward. Staff has found many to be reluctant to log in to a computer to take the survey because they are skeptical of the city's intentions. Staff will be mailing out hard copies of the survey next week.
- *Form-Based Code* – The city council and planning commission will be meeting in a work session on April 21 to review, with the consultants from IBI, the draft form-based code for the city's commercial zones. Leesa emailed a copy of the draft code to each of you on March 31. I will also forward it again, just in case you didn't see it.
- *40<sup>th</sup> Street* – While in St. George next week I have a meeting with Zions Bank to review the economic findings of their study. This should soon be back before you as a council to decide what width you recommend 40<sup>th</sup> become. If all goes well I anticipate this could be before you in May.
- *Community Fishing Club* – I spoke with a representative from DNR this week. He is responsible for helping run community fishing clubs. He would very much like to start one for South Ogden. Until the city has its own fishing pond, he would like us to meet at Glassman Pond. DNR covers all of the startup equipment (tackle, bait, teaching manuals, etc.). The course usually runs for six weeks. He would like to start South Ogden's in the fall of this year. The city's obligation would be to organize the class registrations, marketing, etc. There are many communities that are doing this and many different ways to do it. I think is sounded like a great idea and one that would really provide a great non-traditional recreational opportunity for many in the city.

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**MINUTES OF THE  
SOUTH OGDEN CITY COUNCIL MEETING  
Tuesday, February 17, 2015 – 6:00 p.m.  
Council Chambers, City Hall**

**COUNCIL MEMBERS PRESENT**

Mayor James F. Minster, Council Members Sallee Orr, Wayne Smith, Brent Strate, Russ Porter and Bryan Benard

**STAFF MEMBERS PRESENT**

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Chief of Police Darin Parke, Fire Chief Cameron West, HR Specialist Patti Randolph, Information Systems Administrator Brian Minster and Recorder Leesa Kapetanov

**CITIZENS PRESENT**

Jim Pearce, Gary Boyer, Allie Holden, Mikayla Hargrove, Marissa Gonzales, Brenton Strate, Kylee Strate, Michel Strate, Nancy Fagg, Ashley Andersen, Jerry Cottrell, Walt Bausman, Riley Sample, Gary Gibson, Victor Dea, Becky Heaton, Katy Hall, Robert & Debby Bliss, Peggy Boyer, Kim Kidier, Sheridan Sheffield, Sherman & Rudy Strate, Wes & Debbie Rollins, Laurel DeGroot, Syd Hensley, Addison Weeks, Lanette Weeks, Mark Rogers, Greg Dumas, Marilyn Woolf and others

**I. OPENING CEREMONY**

**A. Call to Order**

Mayor James F. Minster called the meeting to order at 6:03 pm and entertained a motion to convene.

**Council Member Porter moved to convene as the South Ogden City Council, with a second from Council Member Benard. In a voice vote Council Members Strate, Orr, Porter and Benard all voted aye.**

Note: Council Member Smith arrived at 6:04 pm and was not present for the vote to convene the meeting.

**B. Prayer/Moment of Silence**

The mayor led those present in a moment of silence.

**C. Pledge of Allegiance**

Council Member Benard directed everyone in the Pledge of Allegiance.

Mayor Minster then indicated it was time for public comments and invited anyone who wished to come forward. He asked that those speaking limit their comments to three minutes.

49 **II. PUBLIC COMMENTS**

50 **Gary Boyer, 5925 S 1075 E** – gave the definition of complacency found in the dictionary. He said  
51 both government and the public can become complacent. He gave an example of complacency  
52 concerning Ogden City. He asked that South Ogden’s elected officials engage in the issues that  
53 would affect the city. They should not turn the city over to others to run; professionals and  
54 attorneys did not have a vested interest in the city as the elected officials did. The Fair Housing Act  
55 was to protect all citizens, not just a few. He asked that the leaders fight for their rights and give  
56 heed to the voters in the community. He felt it would have been helpful for the council to attend  
57 critical meetings so they could have better understood the issues. He asked that they council vote  
58 with their heart after weighing the things they felt were important.  
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60 **Richard Reeve, 5996 Park Vista Dr.** – Mr. Reeve disclosed for the record that he was also a plaintiff  
61 in a petition for judicial review concerning the decision made by the planning commission and  
62 upheld by the appeal authority. He was there to speak to the code revisions being considered by  
63 the council concerning facilities for people with disabilities. He said the reason they were in  
64 litigation was because the city did not have an effective code; it did not provide enough guidance.  
65 He acknowledged the ability of Mr. Lindberg who had been retained by the city, but did not agree  
66 with Mr. Lindberg’s advice. Other cities, such as Highland, Alpine and Salt Lake County, had crafted  
67 statutes that dealt with residential facilities for people with disabilities and have put in more than a  
68 subjective reasonable accommodation; they included objective guide points. The version  
69 proposed by South Ogden lacked the objective standards. Subjective standards invited litigation.  
70 Mr. Reeve encouraged the council to take the time they needed and disregard the expiring  
71 moratorium. He suggested the city council have a workshop and invite city attorneys, project  
72 managers, and planning staff from other cities who have drafted ordinances with objective  
73 guidelines and ask questions as to why they drafted the ordinances the way they did. He also said  
74 owners and operators of drug treatment facilities should be invited to find out how they determine  
75 if their clients are using drugs. He asked the council to consider three objectives the code was  
76 missing: 1) geographical limitations between group homes, 2) objective standards for providers to  
77 follow to verify if an individual is dangerous, and 3) make a division between institutional facilities  
78 and residential facilities for people with disabilities that would address properties such as the  
79 monastery; the International Building Code made the differentiation between the two at sixteen  
80 occupants.  
81 Council Member Benard pointed out this was the first time he had heard that the expiration of the  
82 moratorium was not a concern and asked Mr. Reeve to comment.  
83 Mr. Reeve said he did have some concerns about the expiration of the moratorium, but he had  
84 weighed the risks and was more concerned with not having a code that addressed all the issues.  
85 He felt everyone was better served by a code that works than by rushing one through.  
86 Council Member Benard then asked if by setting a limit at sixteen occupants for reasonable  
87 accomodation it didn’t invite a reasonable accommodation of fifteen in a residential zone?  
88 Mr. Reeve said that was a possibility, however, a code needed to be developed that worked for a  
89 3,000 square foot home as well as a 30,000 square foot monastery. Other cities had done that by  
90 distinguishing between an institutional and residential facility.  
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92 There were no more comments from the public.

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95 **III. RECOGNITION OF SCOUTS/STUDENTS PRESENT**

96 No scouts or students were present.  
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100 IV. **CONSENT AGENDA**

101 A. **Approval of February 3, 2015 City Council Minutes**

102 Mayor Minster asked if there were any changes to the February 3, 2015 Council Minutes.  
103 Council Member Orr said she had no changes, but noticed neither she nor Council Member  
104 Smith had been excused from the meeting. She asked that in the future those not present  
105 be excused.

106 The mayor then called for a motion concerning the consent agenda.

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108 **Council Member Porter moved to approve the consent agenda, followed by a second from**  
109 **Council Member Smith. The voice vote was unanimous in favor of the motion.**

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112 V. **DISCUSSION / ACTION ITEMS**

113 A. **Discussion on Amendments to the City Code Having to Do With Residential Facilities**  
114 **For Disabled Persons**

115 City Manager Dixon indicated the planning commission had held a lengthy discussion on this  
116 topic during their last meeting. They had determined to move the issue forward to the city  
117 council, but hold the record open until noon that day for written comment for the council to  
118 consider. Mr. Dixon then turned the time to Attorney Neil Lindberg to review the  
119 recommendation by the planning commission.

120 Mr. Lindberg gave a brief overview of the Federal Fair Housing Act (FFHA), stating that there  
121 had been 25 years of case law to help interpret the act since it had been passed. He then  
122 reviewed the circumstances that would allow a person who thought they had been  
123 discriminated against to make a claim and noted that the claim could also be brought by the  
124 provider of a facility for disabled people if he felt he was being discriminated against. Mr.  
125 Lindberg also stated that the reasonable accommodation within the FFHA had been tested  
126 many times through case law. Others had tried to make reasonable accommodation more  
127 objective, but case law had construed it to what it was today. The city could make the  
128 statute more objective, but if the effect of the statute limited where people with a disability  
129 could live, it would be problematic. Mr. Lindberg cited the case of Pacific Shore Properties  
130 vs. The City of Newport Beach. The City of Newport Beach had come up with additional  
131 objective rules for group homes they thought were defensible, however their rules had not  
132 been upheld by the district court. Mr. Lindberg advised South Ogden to not do the same  
133 thing. He felt the ordinance before the council that evening was defensible, but adding  
134 objective restrictions would open it to litigation. Other cities may have ordinances with  
135 additional criteria, but he had yet to find anyone who had litigated those ordinances and  
136 found them proper. He also pointed out the fact that when cities lost litigation concerning  
137 the FFHA, they were fined punitive damages that reached into millions of dollars. Some  
138 cities had been forced to raise taxes in order to pay the fines.

139 Mr. Lindberg then spoke to the difference of the meaning of "occupancy" in the building  
140 code and the zoning code. Zoning codes regulated land use whereas building codes  
141 regulate building safety. The language used in both codes was similar and sometimes  
142 confusing. The purpose of occupancy in a zoning code was a limitation in the number of  
143 people who could occupy a building. The purpose of occupancy in the building code was a  
144 performance standard, i.e. if a building needed to hold twelve people, these standards  
145 applied.

146 Council Member Strate then asked Mr. Lindberg a question about 10-14-16(D)(4)(a and b)  
147 and (5)(b)(i) of the proposed code concerning dangerous individuals. He asked if the terms  
148 in the code were defined somewhere else. Mr. Lindberg said the language was taken  
149 directly from the FFHA and the courts had construed their meaning through litigation. If  
150 there was an issue in the future concerning any section of the code just referred to, staff  
151 would be able to look at the latest case law to determine how best to handle it. Council

152 Member Strate asked if he had any examples. Mr. Lindberg said he would be happy to  
153 send some to Mr. Strate the next day, but cautioned that if the city put itself in the position  
154 of determining who was dangerous, and it was different from what the courts had  
155 determined or there were additional rules that the court found were at odds with case law,  
156 it put the city in a weakened defensible position. The same theory was applied a few years  
157 ago by the state when it removed a number of rules concerning residential facilities for  
158 disabled persons that were too specific. The state code now says cities can regulate group  
159 homes to the extent the FFHA allows. To know what the FFHA allows, one must read the  
160 FFHA and the most recent case law in the jurisdiction in which one resides. Mr. Lindberg  
161 went on to say the city should not put itself in the position of being a psychologist or other  
162 professional in determining if someone were dangerous or not; the burden should be on the  
163 group home provider to make the certification. Mr. Strate said Alpine city had specified  
164 the steps that needed to be taken in certifying whether an individual were dangerous or not  
165 and had a monitoring agreement with the facility as well. Mr. Lindberg replied that if the  
166 city did not have a monitoring agreement with every household in the city to determine if  
167 the people in each household were dangerous, requiring a residential facility have a  
168 monitoring agreement was disparate treatment and could be construed as discrimination.  
169 Council Member Strate pointed out there needed to be a balance between the rights of  
170 disabled individuals and all individuals and both needed to be protected. He felt like the  
171 city couldn't do anything to protect its citizens. Mr. Lindberg said the council could do  
172 what they wanted and choose to push the boundaries of the law. He had taken a  
173 conservative position in his recommendation.  
174 Council Member Smith said people had the constitution and criminal law to protect them in  
175 many situations. When government tried to fine tune or make those laws more restrictive,  
176 it invited people to manipulate the law; too many restrictions invited people to find a way  
177 around them. Mr. Smith said he liked the wording in the ordinance as it was.  
178 Council Member Porter asked what would happen if someone falsified the certifications  
179 concerning dangerous individuals. Mr. Lindberg said the city would investigate and take  
180 enforcement action with the potential that the provider could lose their license.  
181 Council Member Benard commented he liked the language in the ordinance that was not so  
182 specific; that way it did not become outdated by recent case law. Including wording like "as  
183 defined by the FFHA or ADA", the code became a living document and could rely on the  
184 latest case law for the definitions. Council Member Smith agreed.  
185 Council Member Porter asked if Mr. Lindberg could speak to the distance requirement.  
186 Mr. Lindberg said he knew of one case in 1991 that upheld a distance requirement between  
187 facilities; however case law since that time had not upheld a distance requirement.  
188 The council then discussed setting maximum numbers for facilities, determining it was  
189 problematic. There was also some discussion on how the current definition of "family" in  
190 the City Code limited a residence to four unrelated people and how they applied to  
191 residential facilities for disabled people and requests for reasonable accommodation.  
192 Council Member Benard said he was very concerned about the expiration of the  
193 moratorium and still having the old code in place. He felt that the code being proposed  
194 was far better than what was on the books now; he would rather adopt the proposed  
195 ordinance that evening and not run the risk of having someone file for another project  
196 under the old ordinance. Mr. Benard did say he would like to add some minor language to  
197 the ordinance but felt it was good.  
198 Council Member Orr suggested an extra meeting be held the next week to further discuss  
199 the item and get input from others and then pass it. Council Member Porter said the  
200 ordinance being proposed was very defensible and agreed with Council Member Benard  
201 that they should adopt it that evening.  
202 Council Member Orr then asked how the word "residence" was defined. Mr. Lindberg said  
203 case law had defined "residence" under many different situations and gave some examples.  
204 Ms. Orr said she struggled with the fact that the monastery was very large and might be  
205 considered an institution rather than a residence. Mr. Lindberg explained how

206 development standards might allow a large residence on a large lot, and said the Council  
207 could limit the size of future homes in residential zones if they chose to do so. Ms. Orr  
208 asked how the city could prohibit group homes from buying existing churches and  
209 converting them to residential facilities for disabled persons. Mr. Lindberg said the City  
210 could create public facility zones for things like churches and schools that could limit  
211 residential facilities from existing in them. There was then some discussion on density and  
212 how it affected residential facilities for disabled persons, as well as how the current  
213 reasonable accommodation for the monastery would remain the same for any future  
214 applicants, whether or not the zoning ordinance was changed.  
215 Council Member Porter reminded everyone that the proposed ordinance would protect the  
216 whole city, not just one property.  
217 The Council then discussed the definition of “disabled” and how facilities had to certify if  
218 someone was disabled. Mr. Lindberg also explained the difference between a zoning  
219 conditional use that ran with the land and a reasonable accommodation that did not run  
220 with the land.  
221 The Council then had a discussion on who should decide reasonable accommodation for  
222 group homes. Council Member Strate said other cities had created committees who  
223 determined the reasonable accommodation. Mr. Lindberg pointed out the current  
224 ordinance had no procedure for a reasonable accommodation request, but the proposed  
225 ordinance did and also specified that the planning commission would determine the  
226 reasonable accommodation.  
227 Council Member Strate said he was willing to move forward and pass the proposed  
228 ordinance that evening, but he would like to revisit the ordinance later to determine if they  
229 could make it more objective; other cities had done so with their attorney’s approval. He  
230 would like to see if some improvements could be made at a later time. The other Council  
231 members agreed. There was no further discussion.  
232

233 **B. Consideration of Ordinance 15-07 – Amending Title 10, Chapter 14 of the City Code Having**  
234 **to Do With Residential Facilities for Disabled Persons**

235 Mayor Minster called for a motion to adopt Ordinance 15-07. Council Member Benard  
236 indicated he had two proposed amendments to the Ordinance. The first was in Section D,  
237 Paragraph 5.B. Another line should be inserted to read “not meet the definition of a  
238 person with a disability under the Federal Fair Housing Act and Americans With Disabilities  
239 Act,”. This line would become line “i”, and the present lines “i and ii” would become “ii and  
240 iii”. After some discussion, it was determined to reword the body of paragraph 5b to say  
241 “Certify in a sworn statement that no non-resident staff occupant will reside or remain in  
242 the facility whose tenancy would:”  
243 Council Member Strate then asked for some clarification of what it meant to “certify”  
244 something, and how it was treated under the law. City Attorney Bradshaw answered his  
245 question.  
246 Council Member Benard then proposed a second amendment to the Ordinance in Paragraph  
247 E.3. The amendment would change the wording in the paragraph to read “The Planning  
248 Commission shall evaluate a reasonable accommodation request based on the following  
249 factors as permitted by law, including but not limited to: a. Whether the  
250 accommodation is reasonable under all current standards in applicable case and statutory  
251 law and this chapter;” The following paragraphs that were previously labeled a thru f  
252 would then be reformatted to b thru g.  
253 The mayor asked if there was a motion concerning the ordinance and the proposed  
254 amendments.  
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256 **Council Member Porter moved to adopt Ordinance 15-07, amending Title 10, Chapter 14**  
257 **of the City Code having to do with Residential Facilities for Disabled Persons and including**  
258 **the amendments proposed by Council Member Benard. The motion was seconded by**

259 **Council Member Smith. The mayor asked if there was further discussion.** Council  
260 Member Orr stated this was a living document that they would discuss again. There was  
261 no further discussion or comment. **Mayor Minster made a roll call vote:**

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263	<b>Council Member Porter-</b>	<b>Yes</b>
264	<b>Council Member Smith-</b>	<b>Yes</b>
265	<b>Council Member Strate-</b>	<b>Yes</b>
266	<b>Council Member Benard-</b>	<b>Yes</b>
267	<b>Council Member Orr-</b>	<b>Yes</b>
268		

269 **Ordinance 15-07 was adopted.**

270  
271 Mayor Minster then asked if someone would like to motion for a five minute break.

272  
273 **Council Member Orr so moved, followed by a second from Council Member Porter. The**  
274 **vote was unanimous in favor of a break.** The break began at 9:06 pm.

275  
276 At 9:27, the mayor called for a motion to reconvene the meeting.

277  
278 **Council Member Smith moved to reconvene as the South Ogden City Council. Council**  
279 **Member Porter seconded the motion. Council Members Smith, Porter, Benard, Strate**  
280 **and Orr all voted in favor of reconvening.**

281  
282 The mayor indicated the next item on the agenda would be a discussion on proposed  
283 permitted and conditional uses in residential zones.

284  
285 **Council Member Benard moved to rearrange the order of the agenda so the attorney**  
286 **would not have to wait so long; he further moved to recess City Council Meeting and**  
287 **convene into the executive session which was item VII on the agenda. Council Member**  
288 **Smith seconded the motion. The motion passed by a unanimous voice vote.**

289  
290 Note: The Council moved to the adjacent conference room for the executive session.

291  
292 The City Council returned to the council chambers at 10:26 pm. Mayor Minster called for a  
293 motion to adjourn the executive session and reconvene as the South Ogden City Council.

294  
295 **Council Member Porter so moved, followed by a second from Council Member Orr. (Note:**  
296 **The mayor did not call for a vote)**

297  
298 The mayor then returned to item V.C. on the agenda.

299  
300 **C. Discussion on Proposed Permitted and Conditional Uses in Residential Zones**

301 City Manager Dixon reminded the Council this was a follow-up discussion from the last  
302 council meeting where they had held the public hearing record open for further comment.  
303 The comments submitted had been included in their packets. Mr. Dixon referred the  
304 Council to a chart staff had prepared showing the public comments; the chart organized the  
305 comments by topic.

306 The Council discussed PRUD's and Cluster Subdivisions. Staff made them aware the Planning  
307 Commission had recommended that the uses be permitted, but the chapters in the code  
308 governing them needed to be re-worked so they were more objective and clear. However,  
309 there would be a lag time between when they were allowed as permitted uses and when  
310 the chapters were re-done.

311 The council then discussed educational institutions, terminal roads and PRUD's. Council  
312 Member Porter commented he had no issue with the uses as proposed, but felt that size  
313 restrictions should be put in place for things like private schools, churches and in the higher  
314 density residential zones, assisted living; other council members agreed. The Council  
315 wanted the Planning Commission to look at restricting building sizes for some uses, but did  
316 not feel the issue should hold up the passing of the ordinance that evening.  
317 The council then discussed an issue with the R-5zc(AB) zone in the area of Ridgeline Drive.  
318 Council Members Orr and Strate felt an error had been made in the rezoning of some of the  
319 properties and they were not meant to be R-5zc(AB); their concern was there was too much  
320 high density housing in the area and they did not want to allow any more senior housing.  
321 City Attorney Bradshaw suggested they leave the property located at 6086 Ridgeline Drive  
322 as R-5zc(F) which allows senior housing and then take senior housing out of the R-5zc(AB)  
323 zones as a permitted use. It would be an issue to bring before the Council at another time.  
324 There was no more discussion.  
325  
326

327 **D. Consideration of Previously Tabled Ordinance 15-06 – Amending Title 10, Chapters 2,7,12**  
328 **and 13 of the City Code**

329  
330 **Council Member Porter moved to adopt Ordinance 15-06. The motion was seconded by**  
331 **Council Member Smith. There was no further discussion. The mayor called the vote:**

332	Council Member Porter-	Yes
333	Council Member Smith-	Yes
334	Council Member Orr-	Yes
335	Council Member Benard-	Yes
336	Council Member Strate-	Yes
337		

338  
339 **Ordinance 15-06 was adopted.**  
340  
341

342 **E. Consideration of Resolution 15-06 – Approving an Agreement With GBS**

343 City Attorney Bradshaw explained to the Council this resolution allowed GBS to have access  
344 to employee information and they agreed not to disclose information and comply with  
345 HIPPA laws. There were no questions or comments from the Council. Mayor Minster  
346 called for a motion.  
347

348 **Council Member Strate moved to adopt Resolution 15-06, followed by a second from**  
349 **Council Member Porter. Seeing there was no further discussion, the mayor made a roll**  
350 **call vote:**

351		
352	Council Member Strate-	Yes
353	Council Member Porter-	Yes
354	Council Member Orr-	Yes
355	Council Member Benard-	Yes
356	Council Member Smith-	Yes
357		

358 **Resolution 15-06 was adopted.**  
359

360 **F. Consideration of Resolution 15-07 – Approving a Memorandum of Understanding With**  
361 **the Utah National Guard for Alarm Response at the Browning Armory**

362 Police Chief Parke informed the Council this agreement was mostly for the benefit of the  
363 Utah National Guard. It specified that if there were an alarm at the Browning Armory, the

364 Guard would respond first and then contact the city's police department if further  
365 assistance was needed. There was no further discussion; the mayor called for a motion.  
366

367 **Council Member Orr moved to adopt Resolution 15-07. Council Member Benard**  
368 **seconded the motion. There was no further discussion by the council. Mayor Minster**  
369 **called the vote:**  
370

371	<b>Council Member Orr-</b>	<b>Yes</b>
372	<b>Council Member Benard-</b>	<b>Yes</b>
373	<b>Council Member Strate-</b>	<b>Yes</b>
374	<b>Council Member Smith-</b>	<b>Yes</b>
375	<b>Council Member Porter-</b>	<b>Yes</b>

376  
377 **The motion was passed.**  
378

379 **G. Consideration of Resolution 15-08 – Approving an Agreement With Seamless.gov for**  
380 **Computer Services Including Online Forms**

381 Information Systems Administrator Brian Minster explained staff had been looking for ways  
382 to make things more convenient for residents, especially in providing online services. The  
383 city had been considering upgrading Laserfiche to provide the services, however they had  
384 found that Seamless.gov could provide the services for less. Seamless.gov would also take  
385 the place of Sportsites, a company the city had been using for sports registration.  
386 Council Member Orr asked how Seamless.gov could be so much less than others. Mr.  
387 Minster said Seamless.gov only worked with government agencies and based their prices on  
388 population. There were no more questions or discussion. The mayor called for a motion.  
389

390 **Council Member Smith moved to adopt Resolution 15-08, followed by a second from**  
391 **Council Member Porter. There was no further discussion. Mayor Minster made a roll**  
392 **call vote:**  
393

394	<b>Council Member Smith-</b>	<b>Yes</b>
395	<b>Council Member Porter-</b>	<b>Yes</b>
396	<b>Council Member Orr-</b>	<b>Yes</b>
397	<b>Council Member Benard-</b>	<b>Yes</b>
398	<b>Council Member Strate-</b>	<b>Yes</b>

399  
400 **Resolution 15-08 was adopted.**  
401  
402

403 **VI. REPORTS**

404 **A. Mayor – nothing to report.**  
405

406 **B. City Council Members**

407 **Council Member Porter – thanked City Recorder Kapetanov and Attorney Neil Lindberg**  
408 **for their help through the zoning process.**

409  
410 **Council Member Orr – nothing to report**

411  
412 **Council Member Benard – asked everyone to check their emails concerning the retreat on**  
413 **Friday.**

414  
415 **Council Member Strate – nothing to report.**

416  
417 Council Member Smith – nothing to report.

418  
419  
420 C. City Manager – nothing to report

421  
422  
423 D. City Attorney Ken Bradshaw – nothing to report.

424  
425  
426 **VII. RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION**

- 427 A. Pursuant to UCA §52-4-205 1(c) to discuss pending or reasonably imminent litigation  
428 B. Pursuant to UCA §52-4-205 1(d) to discuss the purchase, exchange, or lease of real  
429 property

430  
431 This item took place earlier in the meeting.

432  
433 Mayor Minster then entertained a motion to adjourn City Council Meeting and convene into  
434 a work session.

435  
436 **Council Member Porter moved to adjourn city council meeting and adjourn into a work**  
437 **session. The motion was seconded by Council Member Orr. The vote was unanimous**  
438 **in favor of the motion.**

439  
440  
441 **VIII. ADJOURN CITY COUNCIL MEETING AND CONVENE INTO WORK SESSION**

- 442 A. City Logo Discussion  
443 The Council discussed the various logo options proposed by Jibe Media, commenting on the  
444 strengths and weaknesses of each. City Manager Dixon said the goal that evening would  
445 be to choose one or two and send them back to have color versions made. Council  
446 Member Benard said none of the options “jumped off the page”; he wondered if they could  
447 come back with some different options. City Manager Dixon pointed out the research that  
448 had gone into the logos. The Council discussed some options they would like to see  
449 worked into the proposed designs; they would like to see elements of houses worked into  
450 option #4 and more of a tree element in option #1. There was no further discussion.  
451 Mayor Minster called for a motion to adjourn.

452  
453 **IX. ADJOURN WORK SESSION**

454 **Council Member Smith moved to adjourn the work session. Council Member Strate seconded**  
455 **the motion. Council Members Porter, Orr, Benard, Strate and Smith all voted aye.**

456  
457 The meeting adjourned at 11:54 pm.

458  
459 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City  
460 Council Meeting held Tuesday, February 17, 2015.

461  
462   
463 Leesa Kapetanov, City Recorder

464  
465 Date Approved by the City Council \_\_\_\_\_

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**MINUTES OF THE  
SOUTH OGDEN CITY COUNCIL MEETING  
Tuesday, March 3, 2015 – 6:00 p.m.  
Council Chambers, City Hall**

**COUNCIL MEMBERS PRESENT**

Mayor James F. Minster, Council Members Sallee Orr, Wayne Smith, Brent Strate, Russ Porter and Bryan Benard

**STAFF MEMBERS PRESENT**

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Chief of Police Darin Parke, Fire Chief Cameron West, Special Events Coordinator Jill McCullough and Recorder Leesa Kapetanov

**CITIZENS PRESENT**

Jim Pearce, Jerry Cottrell, Jason Allen, Walt Bausman

**I. OPENING CEREMONY**

**A. Call to Order**

Mayor James F. Minster called the meeting to order at 6:04 pm and entertained a motion to convene.

**Council Member Smith moved to convene as the South Ogden City Council, with a second from Council Member Porter. In a voice vote Council Members Strate, Orr, Porter, Smith and Benard all voted aye.**

**B. Prayer/Moment of Silence**

The mayor led those present in a moment of silence.

**C. Pledge of Allegiance**

Council Member Porter directed everyone in the Pledge of Allegiance.

Mayor Minster then indicated it was time for public comments and invited anyone who wished to come forward. He asked that those speaking limit their comments to three minutes.

**II. PUBLIC COMMENTS**

There were no comments from the public.

**III. RECOGNITION OF SCOUTS/STUDENTS PRESENT**

No scouts or students were present.

48 The mayor then said he would like to amend the agenda and make his report now instead of at the  
49 end of the meeting. He thanked everyone who had written emails and participated in the  
50 meetings. He lived in the neighborhood (of the monastery) and had many feelings about what was  
51 happening in the area. The mayor then read a letter to those present (see Attachment A). At the  
52 conclusion, Council Member Strate commented he had wanted to add a statement to the letter  
53 outlining the distinction between the CUP and reasonable accommodation, but the letter was  
54 wonderful and he appreciated the work that went into it.

55

56 **IV. CONSENT AGENDA**

57 **A. Approval of February 10, 2015 Special Meeting Minutes**

58 **B. Approval of February Warrants Register**

59 Mayor Minster read through the items on the consent agenda and asked if there were any  
60 questions or changes. There were no comments from the council, so the mayor called for  
61 a motion.

62

63 **Council Member Benard moved to approve the consent agenda, followed by a second**  
64 **from Council Member Porter. There was no further discussion. The voice vote was**  
65 **unanimous in favor of the motion.**

66

67

68 **V. DISCUSSION / ACTION ITEMS**

69 **A. Discussion/Consideration of Resolution 15-09 – Approving a Betterment Agreement With**  
70 **UDOT for Harrison Boulevard/Highway 89 Intersection**

71 City Manager Dixon informed the mayor that Jason Allen from PEC was planning on  
72 attending in order to answer questions the council may have, however Mr. Allen had not yet  
73 arrived. The mayor informed everyone he would move on to next item and return to this  
74 one when Mr. Allen arrived.

75

76 **B. Discussion on 2015 Election**

77 The mayor turned the time to City Recorder Leesa Kapetanov. Ms. Kapetanov referred the  
78 council to the information in their packets. The county had given pricing on three types of  
79 elections; staff was recommending the hybrid version. The hybrid version cost a little  
80 more, but she felt the increase in voter turnout was well worth the extra cost.

81 Council Member Orr indicated she also liked the hybrid version. Council Member's  
82 Benard, Strate and Smith agreed. Ms. Kapetanov said an item would be on the next  
83 agenda to discuss campaign signs and when they could be placed in relation to the new  
84 timeline that ballots would be sent out.

85 Council Member Benard suggested a special voting newsletter could be created to explain  
86 the by-mail voting and present the candidates.

87

88 **C. Discussion on Annual Easter Egg Hunt**

89 Mayor Minster invited Special Events Coordinator Jill McCullough to come forward for this  
90 discussion. Ms. McCullough said she would like to change the way people think about the  
91 Annual Easter Egg Hunt. She would like to reduce the amount of candy and supplement it  
92 with things like toys and coupons for other activities. She would also like to add more  
93 activities to the event; the hunt itself was so short that it lacked interaction between the  
94 parents and children. She would also like to seek donations for sports equipment as prizes  
95 and put certificates in the eggs for the prizes.

96 The mayor agreed with adding more activities; he felt the hunt was over too fast. Council  
97 Member Orr wondered if the activities could be done with people as they stood in line to  
98 get their pictures taken with the Easter Bunny. The line was always very long. The

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council discussed different ways of conducting the activity. It was their consensus to not eliminate candy, but to reduce the amount. They also suggested having activities for all age categories.

Mr. Allen from PEC had arrived by this point in the meeting, so Mayor Minster returned to item V.A. on the agenda concerning a betterment agreement with UDOT for the Highway 89/Harrison Boulevard intersection.

Mr. Allen informed the Council this project had some unique components to it, including the collaboration with the city on the islands that would be created as well as the installation of the tunnel for the Weber Pathways Trail. The betterment agreement outlined the responsibilities of UDOT and the city concerning the upgraded landscaping and the construction of the underpass. He also pointed out the agreement included a cost for powder coating of the power and light poles in the project.

Mr. Allen answered several questions from the Council. City Manager Dixon reminded the council the original sign proposed for the large island had been moved to another area. The restrictions placed on the size of the sign by UDOT as well as the increased cost for the sign due to federal regulations had made moving the sign a better option. Mr. Dixon also explained to the council UDOT's plan to plant grass along Highway 89 in certain areas. UDOT would then sign an agreement with the city for maintenance and upkeep of the areas; the city in turn would sign agreements with the land/business owners in those areas stating they would be responsible for the maintenance and upkeep.

There was more discussion on the design and maintenance of the tunnel. Mr. Allen indicated he would make sure the upkeep of the south entrance to the tunnel was addressed as it was not in the South Ogden City but in unincorporated Weber County. He also informed the council about different aspects of the project including the landscaping of the island, coordinating of the signal lights, and the timeline for completion of the project. There was some discussion on the safety of the crosswalk in the dedicated right hand turn of the project and solutions to make it safer. Mr. Allen then informed the council the power lines that had originally appeared on poles above ground in the island would now be buried and no poles would be necessary. He then concluded his presentation.

The mayor called for a motion concerning Resolution 15-09.

**Council Member Orr moved to adopt Resolution 15-09. The motion was seconded by Council Member Strate. After determining there was no further discussion, the mayor made a roll call vote:**

<b>Council Member Orr-</b>	<b>Yes</b>
<b>Council Member Strate-</b>	<b>Yes</b>
<b>Council Member Smith-</b>	<b>Yes</b>
<b>Council Member Benard-</b>	<b>Yes</b>
<b>Council Member Porter-</b>	<b>Yes</b>

**Resolution 15-09 was approved.**

City Manager Dixon asked if the council would entertain another adjustment to the agenda; instead of going to item D. they would now go to item VII and recess into an executive session. The mayor indicated that would be acceptable and called for a motion to do so.

**Council Member Porter moved to recess City Council Meeting and convene into an executive session, followed by a second from Council Member Smith. Everyone present voted in favor of the motion.**

152 The council moved to the adjoining conference room for the executive session at 7:16 pm.

153

154 The council returned from the executive session to the council chambers at 8:25 pm and  
155 took a five minute unscheduled break. At 8:31 pm the council reassembled in the council  
156 room. Mayor Minster called for a motion to adjourn the executive session and reconvene  
157 city council meeting.

158

159 **Council Member Orr moved to adjourn the executive session and reconvene city council**  
160 **meeting. Council Member Strate seconded the motion. The vote was unanimous in**  
161 **favor of the motion.**

162

163 The mayor then indicated they would return to item D on the agenda concerning the  
164 strategic plan. He turned the time to City Manager Dixon to lead the discussion.

165

166 **D. Review/Discussion on Strategic Plan**

167 Mr. Dixon explained to the council he had taken the issues discussed at the recent retreat  
168 and incorporated them into the strategic plan sent out in the packet. Due to the lateness  
169 of the meeting, he did not want to go into a lot of detail, but asked the council to review the  
170 plan and make sure he had included correctly the things they had wanted. Specific items  
171 he asked them to look at were goal 5.1, "Increase walking and bike paths"; he wanted to  
172 know what staff could specifically do for this goal. He also asked what specific projects the  
173 Council had in mind for goal 3.4, "Improving the transportation system through capital  
174 projects". The Council asked staff to add two items to the strategic plan: finding a way to  
175 allow the park restrooms to be open for soccer games and having an OCR report done by  
176 UDOT on the pedestrian crossing that would be completed with the Highway 89/Harrison  
177 Boulevard intersection. There was no more discussion on the strategic plan.

178

179

180 **VI. REPORTS**

181 **A. Mayor** – encouraged the Council to become familiar with their ipads and what they were  
182 capable of doing.

183

184 **B. City Council Members**

185 **Council Member Benard** – thanked Special Events Coordinator Jill McCullough for the  
186 great event the previous evening. He also thanked the snow plow crews and the  
187 excellent job they had done that morning.

188

189 **Council Member Orr** – had been contacted by someone from the junior high who had  
190 been concerned about the safety of the school crossing at Highway 89 and Glasmann.  
191 They had discussed some solutions, one of which was to install flashing pedestrian lights;  
192 the same should be done at the crossing of Sunset and Highway 89. They had also  
193 discussed installing sidewalks on both sides of Glasmann at the light.  
194 Ms. Orr then asked Chief Parke to look into licensing cats in the city. She then asked  
195 staff to look at the definitions of "institution" and "domicile". She concluded her report by  
196 reminding everyone of the SOBA meeting to take place the next day at noon.

197

198 **Council Member Porter** – had received complaints about an unsolicited newspaper being  
199 thrown on people's driveways. He wondered if others were receiving it. Someone on  
200 the council mentioned they had received one for a while and then it had stopped.

201

202 **Council Member Smith** – apologized for missing the police banquet; he had been tied up  
203 with a work issue. He also thanked staff for taking care of 4030 Madison. He then

204 asked staff to look into electronic type locking mechanisms for the park restrooms;  
205 installing them may be more cost effective than having employees going out on weekends  
206 to unlock and lock the restrooms.  
207

208 **Council Member Strate** – said he had been contacted by the resident who had previously  
209 spoken to the council about allowing bees in the city. City Manager Dixon explained an  
210 ordinance about bees was on the list of things for the Planning Commission to consider,  
211 but in light of all the other City Code changes that were slated to take place, it was quite  
212 far down on the priority list.

213 Mr. Strate then asked staff to prepare a report on the status of the parks and playground  
214 equipment.

215 He then said he had been contacted by concerned citizens in the Club Heights area about  
216 what would happen when the school was torn down.  
217

218 Parks and Public Works Director Jon Andersen gave a short report on the issues involved  
219 in replacing some of the playground equipment in the parks. City Manager Dixon asked  
220 if the council would like an itemized breakdown of everything that needed to be done in  
221 the parks; they indicated they would. Council Member Strate said they may need to do a  
222 budget amendment to provide funds to improve the parks. He also indicated one light at  
223 the Meadows Park had not appeared to have been replaced with the other lights. He  
224 asked staff to look into it.  
225  
226

227 **C. City Manager** – reported Jibe Media had been instructed to come up with some new ideas  
228 as well as tweak options #1 and #2. The new versions would be presented on March 17.  
229 The Council would also have the opportunity to look at the draft version of the form based  
230 code on the same night.

231 Mr. Dixon also said he was optimistic the transportation funding being considered by the  
232 legislature would be successful; it would be a great help to the city.

233 He next informed the council that as part of his professional credentialing, he was  
234 conducting a 360 degree performance evaluation. He was in the process of selecting an  
235 evaluation tool and then would be sending it out. He wanted to give everyone fair  
236 warning.

237 He then let the Council know he had directed Suzy Becker from Zion's Bank to look at the  
238 economic impacts of the different widths that had been proposed for the 40<sup>th</sup> Street Project.  
239 The study would help the council decide what the best width would be.

240 Mr. Dixon then concluded by thanking everyone for their involvement in the retreat. He  
241 felt it was time well spent.  
242  
243

244 **D. City Attorney Ken Bradshaw** – not present.  
245  
246

247 **VII. RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION**

248 **A. Pursuant to UCA §52-4-205 1(c) to discuss pending or reasonably imminent litigation**

249 **B. Pursuant to UCA §52-4-205 1(d) to discuss the purchase, exchange, or lease of real**  
250 **property**

251  
252 This item was moved to earlier in the agenda.

253  
254 Mayor Minster then entertained a motion to adjourn City Council Meeting.  
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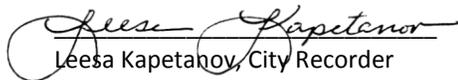
**ADJOURN CITY COUNCIL MEETING**

**Council Member Porter moved to adjourn city council meeting. The motion was seconded by Council Member Orr. The vote was unanimous in favor of the motion.**

The meeting adjourned at 9:02 pm.

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Meeting held Tuesday, March 3, 2015.

  
Leesa Kapetanov, City Recorder

Date Approved by the City Council \_\_\_\_\_

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**Attachment A**  
Letter from Mayor and Council

Not Approved

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*South Ogden City*

*James F. Minster*  
Mayor

*Matthew J. Dixon*  
City Manager

March 03, 2015

The past twelve months have been extremely stressful for all parties involved in the Monastery land use issue. Out of a desire to clearly communicate the city council's current position we have prepared the following statement.

As elected representatives of South Ogden City, we want to take this opportunity to express our sincere appreciation for the many emails and public comments we have received over the past 12 months. We recognize and appreciate the high level of engagement we have witnessed from each of you. We have read the many emails and listened intently to the many public comments to date. Even though we have not been able to respond to your emails and comments, be assured we have been listening and reading all that has been sent. From these comments it has been made abundantly clear to us that you love your neighborhood and are concerned about the future use of the Monastery property – feelings and concerns we also deeply share.

The city does not own or control the Monastery property nor has the city actively sought out any particular potential buyer for the property. Last year a conditional use permit for a 20 bed facility for persons with disabilities, plus 10 staff, was approved by the South Ogden City Planning Commission. This decision was appealed by the applicant as well as residents in the Monastery neighborhood. These appeals were heard by an appeal hearing officer who, after a review of the record, denied all appeals. Subsequently, the neighborhood (represented by Richard Reeve) filed suit in the District Court.

We as a council have determined that it is in the best interest of the city to allow this law suit to be heard and decided by the court. By so doing, many of the questions/concerns raised by Mr. Reeve and others will be answered. If it is determined by the court that the city erred in anyway in how it handled the granting of the conditional use permit application or the process, the city's intent will be to honor the court's decision by making the necessary code/process changes. The city's efforts throughout have been to not inappropriately take anyone's side in this (the current owners, the prospective owners or the neighborhood) but is attempting to comply with the law and balance the various interests. We will live by the court's decision.

On matters pertaining to the city's recently adopted ordinance for facilities for persons with disabilities, the city council agrees with Mr. Reeve's suggestion to hold a public workshop. The intent of the workshop will be for the city to listen to varying options/ideas on what, if any, additional amendments might be made to further improve this section of the city code. The council hereby directs staff to work with Mr. Reeve to set a date for the workshop, clearly define the objectives of the workshop, set up the best format for the workshop, etc. This workshop will be open to the public and we invite your attendance.

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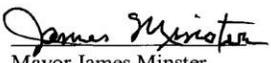
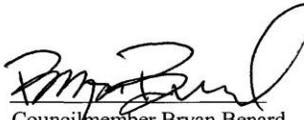
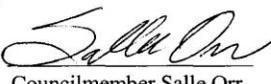
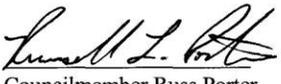
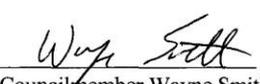
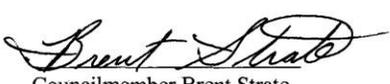
3950 Adams Avenue, Ste 1 • South Ogden, Utah 84403  
Office: 801-622-2700 • Fax: 801-622-2713

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We believe it is important to make sure it is clearly understood that any changes to the city's ordinance for facilities for persons with disabilities will be prospective changes and will only affect future land use decisions and will not affect the application currently under appeal with the District Court.

We appreciate your involvement and your input as we continue working towards making decisions that will best serve this entire community into the future. If you have any questions or would like to further discuss any of these issues in greater detail, we invite you to contact us as your elected officials and/or members of city staff.

Sincerely,

 Mayor James Minster	 Councilmember Bryan Benard	 Councilmember Salle Orr
 Councilmember Russ Porter	 Councilmember Wayne Smith	 Councilmember Brent Strate

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Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
<b>01-11750</b>	<b>UTILITY CASH CLEARING</b>			
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	36.20
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	19.68
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	16.64
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	10.67
93853	RILEY, MISTY AND MARK	03/11/2015	03/18/2015	314.92
93854	CRAVEN, RAY & REBECCA	03/11/2015	03/18/2015	51.36
<b>10-15121</b>	<b>Prepaid Health Insurance</b>			
93807	PEHP GROUP INSURANCE	03/20/2015	03/24/2015	404.83
<b>10-21300</b>	<b>ACCOUNTS PAYABLE</b>			
3020	GRANITE CONSTRUCTION CO.	01/15/2015	03/18/2015	1,554.64-
<b>10-21400</b>	<b>Credit Card Payable</b>			
1739	BANK OF UTAH	02/12/2015	03/03/2015	350.00
<b>10-22230</b>	<b>STATE WITHHOLDING PAYABLE</b>			
5997	UTAH STATE TAX COMMISSION	03/06/2015	03/24/2015	6,612.82
5997	UTAH STATE TAX COMMISSION	03/20/2015	03/24/2015	6,617.16
<b>10-22260</b>	<b>UNION DUES PAYABLE</b>			
92957	WEBER COUNTY LODGE #1	03/20/2015	03/24/2015	35.00
<b>10-22276</b>	<b>United Way Payable</b>			
90015	UNITED WAY	03/06/2015	03/24/2015	22.00
90015	UNITED WAY	03/20/2015	03/24/2015	22.00
<b>10-22278</b>	<b>Wash Natn'l Ins Payable</b>			
2072	WASHINGTON NATIONAL INS. CO.	03/01/2015	03/24/2015	1,440.15
<b>10-22280</b>	<b>AFLAC Ins. Payable</b>			
560	AFLAC	03/11/2015	03/24/2015	181.83
<b>10-22281</b>	<b>DENTAL INSURANCE PAYABLE</b>			
2266	DENTAL SELECT	01/22/2015		.00
90153	EDUCATORS MUTUAL INSURANCE	02/22/2015	03/03/2015	4,043.50
90153	EDUCATORS MUTUAL INSURANCE	02/22/2015	03/03/2015	4,130.20
90153	EDUCATORS MUTUAL INSURANCE	02/22/2015	03/03/2015	667.20-
<b>10-22282</b>	<b>HEALTH INSURANCE PAYABLE</b>			
93807	PEHP GROUP INSURANCE	03/20/2015	03/24/2015	56,439.35
<b>10-22283</b>	<b>Select Vision Payable</b>			
93807	PEHP GROUP INSURANCE	03/20/2015	03/24/2015	408.57
<b>10-22284</b>	<b>Liberty National Ins Payable</b>			
4095	LIBERTY NATIONAL LIFE INS. CO.	03/01/2015	03/03/2015	371.10
<b>10-22285</b>	<b>GARNISHMENTS PAYABLE</b>			
5865	OFFICE OF RECOVERY SERVICES	03/06/2015	03/10/2015	170.77
5865	OFFICE OF RECOVERY SERVICES	03/06/2015	03/10/2015	173.40
5865	OFFICE OF RECOVERY SERVICES	03/20/2015	03/24/2015	170.77
5865	OFFICE OF RECOVERY SERVICES	03/20/2015	03/24/2015	173.40
89062	UHEAA	03/06/2015	03/24/2015	25.23
89062	UHEAA	03/20/2015	03/24/2015	36.65
93683	SHANER, OLSON	03/06/2015	03/10/2015	56.37
<b>10-22290</b>	<b>DISABILITY PAYABLE</b>			
5994	PUBLIC EMPLOYEES LT DISABILITY	03/06/2015	03/24/2015	681.13
5994	PUBLIC EMPLOYEES LT DISABILITY	03/20/2015	03/24/2015	688.79
<b>10-22291</b>	<b>LIFE INSURANCE PAYABLE</b>			
5100	LIFEMAP ASSURANCE COMPANY	02/24/2015	03/03/2015	894.87
5100	LIFEMAP ASSURANCE COMPANY	03/26/2015	03/31/2015	698.73
<b>10-23230</b>	<b>PARK BOWERY DEPOSITS PAYABLE</b>			
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	25.00
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	25.00
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	25.00
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	25.00
<b>10-23260</b>	<b>BAIL HELD IN TRUST PAYABLE</b>			
93843	McKISSEN, COLETTE	02/09/2015	03/03/2015	1,109.00
93866	FLORES, RUDY	03/17/2015	03/18/2015	500.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-32-100	Business Licenses - Commercial			
93860	BRIDENSTINE, NEIL	03/09/2015	03/18/2015	165.00
<b>10-32-160</b>	<b>Rental Business Fees</b>			
93847	BEEHIVE PROPERTY MANAGEMENT	03/04/2015	03/10/2015	10.00
<b>10-34-200</b>	<b>Baseball Revenue</b>			
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	35.00
<b>10-36-900</b>	<b>Misc. Revenue</b>			
2092	CAPITAL ONE COMMERCIAL (COSTCO)	02/17/2015	03/10/2015	61.48
90091	COSTA VIDA	02/18/2015	03/03/2015	49.95
<b>10-36-960</b>	<b>Youth Council Collections</b>			
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	10.00
<b>10-41-230</b>	<b>Travel &amp; Training</b>			
2092	CAPITAL ONE COMMERCIAL (COSTCO)	02/10/2015	03/10/2015	88.72
2092	CAPITAL ONE COMMERCIAL (COSTCO)	02/20/2015	03/10/2015	117.86
5985	UTAH LEAGUE OF CITIES & TOWNS	02/04/2015	03/03/2015	280.00
90982	SALT PALACE PARKING	01/28/2015	03/03/2015	12.00
93344	HOTEL MONACO SALT LAKE CITY	02/18/2015	03/09/2015	736.38
<b>10-42-210</b>	<b>Books, Subscriptions &amp; Member</b>			
4160	LEXISNEXIS MATTHEW BENDER	03/09/2015	03/24/2015	577.24
<b>10-42-320</b>	<b>Prosecutorial Fees</b>			
5017	POLL, BRANDON L.	03/02/2015	03/24/2015	200.00
5017	POLL, BRANDON L.	03/02/2015	03/24/2015	200.00
<b>10-42-700</b>	<b>Small Equipment</b>			
89022	BEST BUY	02/27/2015	03/09/2015	79.99
93545	EXPERCOM	02/23/2015	03/09/2015	599.94
<b>10-43-275</b>	<b>State Surcharge</b>			
5955	UTAH STATE TREASURER	02/28/2015	03/10/2015	13,498.06
<b>10-43-300</b>	<b>Public Defender Fees</b>			
88617	BUSHELL, RYAN	02/26/2015	03/10/2015	400.00
<b>10-43-310</b>	<b>Professional &amp; Technical</b>			
2969	GAYLORD, LUTHER	01/12/2015	03/18/2015	39.80
2969	GAYLORD, LUTHER	01/12/2015	03/18/2015	39.80
2969	GAYLORD, LUTHER	01/12/2015	03/18/2015	39.80
2969	GAYLORD, LUTHER	01/12/2015	03/18/2015	39.80
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	146.00
88015	IHC WORK MED	03/04/2015	03/18/2015	44.00
<b>10-43-330</b>	<b>Witness Fees</b>			
1724	BUTTARS, DAN	03/09/2015	03/18/2015	18.50
91684	WELCH, BRENDA	03/09/2015	03/18/2015	18.50
93855	JENSEN, LINDSAY	03/09/2015	03/18/2015	18.50
93856	SHEPHERD, CASEY	03/09/2015	03/18/2015	18.50
93857	RICHINS, KYLIE	03/09/2015	03/18/2015	18.50
93858	WATSON, EVERETT	03/09/2015	03/18/2015	18.50
93859	PARKINSON, STACIE	03/09/2015	03/18/2015	18.50
<b>10-43-649</b>	<b>Lease Interest/Taxes</b>			
5126	REVCO LEASING CO.	03/17/2015	03/24/2015	43.06
<b>10-43-650</b>	<b>Lease Payments</b>			
5126	REVCO LEASING CO.	03/17/2015	03/24/2015	109.87
<b>10-44-210</b>	<b>Books, Subscriptions &amp; Member</b>			
1081	ASSOCIATION OF PUBLIC TREASURER	03/23/2015	03/24/2015	185.00
3025	GFOA	03/31/2015	03/31/2015	190.00
93867	IIMC	03/26/2015	03/31/2015	50.00
<b>10-44-230</b>	<b>Travel &amp; Training</b>			
4098	LIEBERSBACH, STEVE	03/11/2015	03/18/2015	44.39
4098	LIEBERSBACH, STEVE	03/17/2015	03/18/2015	44.33
5985	UTAH LEAGUE OF CITIES & TOWNS	02/04/2015	03/03/2015	70.00
89571	KAPETANOV, LEESA	03/23/2015	03/24/2015	253.00
93344	HOTEL MONACO SALT LAKE CITY	02/18/2015	03/09/2015	368.19

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
93861	GOV360	03/10/2015	03/18/2015	150.00
<b>10-44-240</b>	<b>Office Supplies &amp; Miscell</b>			
2092	CAPITAL ONE COMMERCIAL (COSTCO)	01/30/2015	03/10/2015	14.99
4159	LOWE'S BUSINESS ACCOUNT	03/16/2015	03/23/2015	36.80
5343	STAPLES	02/28/2015	03/10/2015	696.84
5343	STAPLES	03/03/2015	03/10/2015	74.97
5343	STAPLES	03/05/2015	03/18/2015	4.41
5343	STAPLES	03/07/2015	03/18/2015	389.08
<b>10-44-280</b>	<b>Telephone</b>			
5326	SPRINT	02/28/2015	03/18/2015	52.55
5326	SPRINT	02/28/2015	03/18/2015	16.10
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	13.34
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	40.01
<b>10-44-300</b>	<b>Gas, Oil &amp; Tires</b>			
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	122.49
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	60.21
<b>10-44-310</b>	<b>Professional &amp; Technical</b>			
4297	NATIONAL BENEFITS SERVICES	02/28/2015	03/03/2015	50.00
5308	SHRED MASTERS	03/03/2015	03/10/2015	71.00
5435	STERLING CODIFERS	01/30/2015	03/18/2015	168.00
5435	STERLING CODIFERS	01/30/2015	03/18/2015	3.00
5511	SUPERIOR WATER AND AIR, INC.	03/18/2015	03/18/2015	19.95
<b>10-44-649</b>	<b>Lease Interest/Taxes</b>			
5126	REVCO LEASING CO.	03/17/2015	03/24/2015	75.88
<b>10-44-650</b>	<b>Lease Payments</b>			
5126	REVCO LEASING CO.	03/17/2015	03/24/2015	160.64
<b>10-44-700</b>	<b>Small Equipment</b>			
5343	STAPLES	02/26/2015	03/03/2015	99.99
<b>10-49-130</b>	<b>Retirement Benefits</b>			
90153	EDUCATORS MUTUAL INSURANCE	02/22/2015	03/03/2015	22.40
90153	EDUCATORS MUTUAL INSURANCE	02/22/2015	03/03/2015	22.40
93807	PEHP GROUP INSURANCE	03/20/2015	03/24/2015	404.83
<b>10-49-220</b>	<b>Public Notices</b>			
4750	OGDEN PUBLISHING CORPORATION	02/02/2015	03/10/2015	126.25
<b>10-49-255</b>	<b>Ogden Weber Chamber Fees</b>			
6343	OGDEN-WEBER CHAMBER	03/19/2015	03/23/2015	2,500.00
<b>10-49-260</b>	<b>Workers Compensation</b>			
5968	UTAH LOCAL GOVERNMENTS TRUST	03/12/2015	03/24/2015	3,569.97
<b>10-49-291</b>	<b>Newsletter Printing</b>			
7652	ALPHAGRAPHICS	03/12/2015	03/18/2015	900.80
93429	MAILCHIMP	03/03/2015	03/09/2015	30.00
<b>10-49-320</b>	<b>Professional &amp; Technical</b>			
93862	SEAMLESSDOCS.GOV	03/13/2015	03/18/2015	2,500.00
<b>10-49-321</b>	<b>I/T Supplies</b>			
89022	BEST BUY	03/17/2015	03/23/2015	29.99
91215	DIGITAL RIVER	02/26/2015	03/03/2015	450.00
92902	MONOPRICE	03/20/2015	03/23/2015	14.02
<b>10-49-322</b>	<b>Computer Contracts</b>			
88468	CDW-G	03/17/2015	03/18/2015	786.02
90386	SECURESERVER.NET	03/17/2015	03/23/2015	10.17
92395	IRON MOUNTAIN	01/31/2015	03/03/2015	78.00
92395	IRON MOUNTAIN	02/28/2015	03/18/2015	78.00
93387	RED HAT	03/17/2015	03/23/2015	349.00
<b>10-49-323</b>	<b>City-wide Telephone</b>			
2021	COMCAST	02/15/2015	03/03/2015	299.63
<b>10-49-520</b>	<b>Employee Assistance Plan</b>			
1495	BLOMQUIST HALE CONSULTING GROU	03/02/2015	03/10/2015	300.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-49-599	Easter Egg Hunt			
4831	ORIENTAL TRADING	03/06/2015	03/18/2015	1,386.07
6651	ZURCHERS PARTY & WEDDING STORE	03/17/2015	03/23/2015	14.85
8066	MACEY'S	03/20/2015	03/31/2015	846.45
88166	TARGET	03/06/2015	03/18/2015	100.43
88166	TARGET	03/26/2015	03/31/2015	149.88
89037	THE PIE PIZZERIA	03/16/2015	03/23/2015	17.25
89673	LITTLE CAESAR'S	03/17/2015	03/23/2015	40.00
89673	LITTLE CAESAR'S	03/16/2015	03/23/2015	10.79
91069	FRESH MARKET	03/18/2015	03/23/2015	2.05
<b>10-49-600</b>	<b>Community Programs</b>			
2277	DIAMOND RENTAL	02/25/2015	03/03/2015	75.00
2277	DIAMOND RENTAL	03/02/2015	03/09/2015	75.00
2651	FASTSIGNS	02/20/2015	03/03/2015	72.59
4159	LOWE'S BUSINESS ACCOUNT	03/02/2015	03/09/2015	41.64
5326	SPRINT	02/28/2015	03/18/2015	16.11
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	13.34
6121	WAL-MART STORES, INC.	03/02/2015	03/09/2015	222.81
6343	OGDEN-WEBER CHAMBER	03/23/2015	03/31/2015	20.00
88998	MARK H. BOTT COMPANY	02/26/2015	03/09/2015	95.00
92314	BURCH CREEK MERCANTILE	03/19/2015	03/31/2015	9.90
93845	HARVEY-DACO	02/24/2015	03/09/2015	362.20
<b>10-49-615</b>	<b>SoFi - Recognition Program</b>			
91407	ZUCCA	03/05/2015	03/18/2015	80.89
<b>10-49-620</b>	<b>Youth City Council</b>			
5985	UTAH LEAGUE OF CITIES & TOWNS	02/04/2015	03/03/2015	55.00
<b>10-49-700</b>	<b>Small Equipment</b>			
89022	BEST BUY	03/17/2015	03/23/2015	649.99
<b>10-49-750</b>	<b>Capital Outlay</b>			
93862	SEAMLESSDOCS.GOV	03/13/2015	03/18/2015	4,950.00
<b>10-51-260</b>	<b>Senior Center Maint &amp; Util</b>			
2021	COMCAST	02/15/2015	03/18/2015	172.41
4230	QUESTAR	02/20/2015	03/03/2015	198.46
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	341.57
<b>10-51-262</b>	<b>Old City Hall Utilities</b>			
4230	QUESTAR	02/20/2015	03/03/2015	428.78
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	298.29
<b>10-51-264</b>	<b>Station #82 Maintenance</b>			
6460	WHITEHEAD WHOLESALE ELECTRIC	01/13/2015	03/10/2015	6.77
<b>10-51-265</b>	<b>Cleaning Contract</b>			
5115	RECOMMENDED BUILDING MAINTENAN	03/05/2015	03/10/2015	1,299.50
<b>10-51-270</b>	<b>New City Hall Maintenance</b>			
1085	ATKINSON ELECTRONICS, INC.	02/18/2015	03/18/2015	5,310.00
1860	CONSOLIDATED ELECTRICAL DIST.	01/09/2015	03/10/2015	209.82
2959	G & K SERVICES	02/03/2015	03/18/2015	23.26
2959	G & K SERVICES	02/10/2015	03/18/2015	23.26
2959	G & K SERVICES	02/17/2015	03/18/2015	23.26
2959	G & K SERVICES	02/24/2015	03/18/2015	23.26
3017	ROBERTSON, CHERYL	03/01/2015	03/18/2015	140.00
4229	MOUNTAIN ALARM	02/19/2015	03/18/2015	398.48
5115	RECOMMENDED BUILDING MAINTENAN	03/05/2015	03/10/2015	94.14
6460	WHITEHEAD WHOLESALE ELECTRIC	02/04/2015	03/10/2015	64.99
6460	WHITEHEAD WHOLESALE ELECTRIC	01/05/2015	03/10/2015	101.17
6460	WHITEHEAD WHOLESALE ELECTRIC	01/08/2015	03/10/2015	239.90
6460	WHITEHEAD WHOLESALE ELECTRIC	02/25/2015	03/18/2015	79.73
6460	WHITEHEAD WHOLESALE ELECTRIC	02/04/2015	03/18/2015	89.97
<b>10-51-275</b>	<b>New City Hall Utilities</b>			
4230	QUESTAR	02/23/2015	03/03/2015	1,202.32

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	2,904.33
<b>10-51-280 Old City Building Repairs</b>				
1352	BELL JANITORIAL SUPPLY	01/12/2015	03/10/2015	45.94
1352	BELL JANITORIAL SUPPLY	02/03/2015	03/10/2015	34.63
1352	BELL JANITORIAL SUPPLY	02/09/2015	03/18/2015	48.00
1352	BELL JANITORIAL SUPPLY	02/24/2015	03/18/2015	74.18
2267	DE'S KEY SERVICE	02/20/2015	03/18/2015	233.00
3434	HOME DEPOT/GEFCF	01/28/2015	03/10/2015	123.72
3434	HOME DEPOT/GEFCF	02/02/2015	03/10/2015	15.48
3434	HOME DEPOT/GEFCF	02/05/2015	03/10/2015	28.94
3434	HOME DEPOT/GEFCF	02/12/2015	03/10/2015	17.26
6460	WHITEHEAD WHOLESALE ELECTRIC	01/22/2015	03/10/2015	42.02
6460	WHITEHEAD WHOLESALE ELECTRIC	01/12/2015	03/10/2015	193.36
6460	WHITEHEAD WHOLESALE ELECTRIC	01/15/2015	03/10/2015	149.40
6460	WHITEHEAD WHOLESALE ELECTRIC	02/28/2015	03/18/2015	19.41
<b>10-52-120 Commission Allowance</b>				
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	50.00
<b>10-52-310 Professional &amp; Technical Servi</b>				
4018	LANDMARK DESIGN	03/01/2015	03/18/2015	4,812.50
6145	WASATCH CIVIL ENGINEERING CORP	02/03/2015	03/10/2015	190.50
93626	YORK HOWELL, LLC	03/12/2015	03/18/2015	10,411.00
<b>10-55-131 WTC - A/C Contract</b>				
104	A-1 UNIFORMS	03/03/2015	03/10/2015	18.88
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	89.32
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	39.51
5944	UTAH COMMUNICATIONS AUTHORITY	02/28/2015	03/18/2015	23.25
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	40.01
93361	RAMADA INN	02/20/2015	03/03/2015	267.60
<b>10-55-132 Liquor Funds Expenditures</b>				
6045	VEHICLE LIGHTING SOLUTIONS	02/11/2015	03/18/2015	251.42
6045	VEHICLE LIGHTING SOLUTIONS	02/26/2015	03/18/2015	321.41
6045	VEHICLE LIGHTING SOLUTIONS	01/06/2015	03/18/2015	1,192.62
6045	VEHICLE LIGHTING SOLUTIONS	03/10/2015	03/18/2015	1,571.60
6045	VEHICLE LIGHTING SOLUTIONS	02/23/2015	03/18/2015	198.15
6045	VEHICLE LIGHTING SOLUTIONS	03/03/2015	03/18/2015	295.25
<b>10-55-230 Travel &amp; Training - Police</b>				
2261	DEHART, WILFORD	03/12/2015	03/18/2015	4.50
3285	HARDMAN, TODD	03/02/2015	03/10/2015	162.00
4102	LIGORI'S PIZZA AND PASTA	02/06/2015	03/03/2015	58.98
89121	MARRIOTT HOTEL	03/26/2015	03/31/2015	95.63
92138	CHRISTENSEN, SCOTT	03/02/2015	03/10/2015	162.00
92768	HOLIDAY INN - (NM)	03/16/2015	03/31/2015	354.57
93796	RICKS, CURTIS	03/02/2015	03/10/2015	162.00
93849	CAMP WILLIAMS LODGING	03/04/2015	03/09/2015	24.50
93852	SLC GENERAL PARKING	02/21/2015	03/09/2015	12.00
93868	HOLIDAY INN EXPRESS	03/20/2015	03/31/2015	281.37
<b>10-55-240 Office Supplies - Police</b>				
3511	RICOH USA, INC	02/20/2015	03/10/2015	114.61
5343	STAPLES	02/26/2015	03/03/2015	136.36
5343	STAPLES	03/13/2015	03/18/2015	25.29
5343	STAPLES	03/12/2015	03/18/2015	78.88
5343	STAPLES	02/27/2015	03/18/2015	31.64
5343	STAPLES	03/19/2015	03/24/2015	362.85
<b>10-55-245 Clothing Contract - Police</b>				
104	A-1 UNIFORMS	02/24/2015	03/03/2015	22.24
104	A-1 UNIFORMS	02/17/2015	03/03/2015	37.76
104	A-1 UNIFORMS	02/23/2015	03/10/2015	4.50
104	A-1 UNIFORMS	02/26/2015	03/10/2015	140.88

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
104	A-1 UNIFORMS	02/16/2015	03/10/2015	480.12
104	A-1 UNIFORMS	03/11/2015	03/24/2015	6.00
5121	SYMBOL ARTS	02/24/2015	03/10/2015	340.00
5121	SYMBOL ARTS	02/04/2015	03/18/2015	12.95
5121	SYMBOL ARTS	03/16/2015	03/24/2015	11.95
<b>10-55-246 Special Dept Supplies - Police</b>				
1430	BEV'S IMPORTS	02/24/2015	03/03/2015	86.68
2117	CROWN TROPHY	02/24/2015	03/03/2015	921.00
2240	DAVIS & STANTON	03/09/2015	03/24/2015	23.00
2480	EDWARDS, MARCI	03/11/2015	03/18/2015	4.00
5121	SYMBOL ARTS	02/12/2015	03/03/2015	40.00
5121	SYMBOL ARTS	02/06/2015	03/03/2015	25.00
5121	SYMBOL ARTS	02/24/2015	03/10/2015	65.00
5243	SALT LAKE WHOLESALE SPORTS	02/20/2015	03/10/2015	348.60
5323	SIRCHIE FINGER PRINT LABORATOR	02/26/2015	03/03/2015	70.81
5382	SODEXO AT WEBER STATE UNIVERSITY	02/19/2015	03/03/2015	1,601.19
5511	SUPERIOR WATER AND AIR, INC.	03/03/2015	03/03/2015	19.95
90547	LYNN CARD COMPANY	03/03/2015	03/09/2015	247.95
93850	ULINE.COM	03/03/2015	03/09/2015	149.00
93850	ULINE.COM	03/03/2015	03/09/2015	123.00
93850	ULINE.COM	03/03/2015	03/09/2015	37.48
93851	ENERGY RECOVERY FACILITY	03/03/2015	03/09/2015	30.00
<b>10-55-247 Animal Control Costs</b>				
104	A-1 UNIFORMS	03/03/2015	03/10/2015	18.88
1352	BELL JANITORIAL SUPPLY	03/03/2015	03/10/2015	68.18
4295	NATIONAL BAND & TAG CO.	03/12/2015	03/24/2015	131.16
5605	TONY'S PIZZA	03/25/2015	03/31/2015	25.05
6360	WEBER COUNTY TRANSFER STATION	02/18/2015	03/03/2015	5.00
6360	WEBER COUNTY TRANSFER STATION	02/11/2015	03/03/2015	5.00
6360	WEBER COUNTY TRANSFER STATION	02/04/2015	03/03/2015	5.00
6360	WEBER COUNTY TRANSFER STATION	02/19/2015	03/03/2015	5.00
6360	WEBER COUNTY TRANSFER STATION	03/17/2015	03/24/2015	5.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	02/25/2015	03/03/2015	1,006.42
90558	ANIMAL CARE VET ANIMAL HOSPITAL	02/28/2015	03/18/2015	1,901.02
90558	ANIMAL CARE VET ANIMAL HOSPITAL	03/20/2015	03/24/2015	2,640.00
90752	AMAZON.COM	03/02/2015	03/09/2015	666.16
91115	NORTHSIDE ANIMAL CLINIC	03/06/2015	03/10/2015	670.00
91455	MILLCREEK ANIMAL HOSPITAL	02/06/2015	03/10/2015	48.70
91455	MILLCREEK ANIMAL HOSPITAL	02/10/2015	03/10/2015	25.00
91455	MILLCREEK ANIMAL HOSPITAL	02/13/2015	03/10/2015	100.00
91455	MILLCREEK ANIMAL HOSPITAL	02/26/2015	03/10/2015	48.61-
93361	RAMADA INN	02/20/2015	03/03/2015	267.60
<b>10-55-248 Vehicle Maintenance - Police</b>				
1459	BIG O TIRES	02/24/2015	03/10/2015	49.95
2278	DIAMOND GLASS	03/02/2015	03/10/2015	165.00
2278	DIAMOND GLASS	03/09/2015	03/18/2015	126.00
2278	DIAMOND GLASS	03/04/2015	03/18/2015	165.00
2992	GENUINE PARTS CO./NAPA (SLC)	03/02/2015	03/10/2015	32.21
2992	GENUINE PARTS CO./NAPA (SLC)	03/11/2015	03/18/2015	27.71
4142	MANTEK	02/25/2015	03/18/2015	175.00
6420	WESTLAND FORD	02/24/2015	03/10/2015	153.11
6420	WESTLAND FORD	03/02/2015	03/10/2015	19.86
6420	WESTLAND FORD	02/03/2015	03/10/2015	340.69
6420	WESTLAND FORD	02/25/2015	03/10/2015	19.86
6420	WESTLAND FORD	02/19/2015	03/10/2015	19.86
6420	WESTLAND FORD	02/18/2015	03/10/2015	19.86
6420	WESTLAND FORD	02/16/2015	03/10/2015	413.99
6420	WESTLAND FORD	03/04/2015	03/18/2015	17.86

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
6420	WESTLAND FORD	03/11/2015	03/18/2015	55.57
6420	WESTLAND FORD	03/11/2015	03/18/2015	369.82
6420	WESTLAND FORD	03/12/2015	03/18/2015	17.86
6420	WESTLAND FORD	03/12/2015	03/18/2015	17.30
6420	WESTLAND FORD	03/17/2015	03/24/2015	19.86
89878	GOLDEN SPIKE HARLEY-DAVIDSON	03/17/2015	03/24/2015	446.85
<b>10-55-280 Telephone/Internet - Police</b>				
4228	CENTURY LINK	03/01/2015	03/24/2015	192.28
5326	SPRINT	02/28/2015	03/18/2015	622.05
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	1,079.36
<b>10-55-300 Gas, Oil &amp; Tires - Police</b>				
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	3,188.96
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	2,797.71
3613	JACK'S TIRE & OIL, INC.	03/02/2015	03/10/2015	708.32
3613	JACK'S TIRE & OIL, INC.	03/10/2015	03/18/2015	603.40
6121	WAL-MART STORES, INC.	03/16/2015	03/31/2015	38.53
<b>10-55-310 Professional &amp; Tech - Police</b>				
5308	SHRED MASTERS	02/24/2015	03/03/2015	30.00
5944	UTAH COMMUNICATIONS AUTHORITY	02/28/2015	03/18/2015	1,162.50
6367	WEBER COUNTY SHERIFF'S OFFICE	02/03/2015	03/10/2015	150.00
88015	IHC WORK MED	03/04/2015	03/18/2015	44.00
88015	IHC WORK MED	03/04/2015	03/18/2015	44.00
88015	IHC WORK MED	03/04/2015	03/18/2015	94.00
92905	TRACK WHAT MATTERS	03/01/2015	03/09/2015	10.00
93851	ENERGY RECOVERY FACILITY	03/06/2015	03/09/2015	30.00
<b>10-55-329 Computer Repairs - Police</b>				
89389	NEW EGG	01/22/2015	03/09/2015	46.54
<b>10-55-470 Community Education - Police</b>				
93754	CANVA.COM	02/18/2015	03/03/2015	1.00
<b>10-55-649 Lease Interest/Taxes</b>				
3511	RICOH USA, INC	03/13/2015	03/18/2015	54.25
<b>10-55-650 Lease Payments - Police</b>				
3511	RICOH USA, INC	03/13/2015	03/18/2015	182.66
<b>10-57-230 Travel &amp; Training</b>				
6004	UTAH VALLEY UNIVERSITY	02/26/2015	03/10/2015	240.00
92310	RESORTS AT WENDOVER	02/09/2015	03/03/2015	226.20
93344	HOTEL MONACO SALT LAKE CITY	02/18/2015	03/09/2015	122.73
<b>10-57-240 Office Supplies &amp; Expense</b>				
91919	OFFICE DEPOT	03/11/2015	03/24/2015	3.31
91919	OFFICE DEPOT	03/11/2015	03/24/2015	13.38
<b>10-57-246 Special Department Supplies</b>				
2021	COMCAST	03/13/2015	03/31/2015	34.90
2021	COMCAST	03/13/2015	03/31/2015	17.45
2092	CAPITAL ONE COMMERCIAL (COSTCO)	02/21/2015	03/10/2015	280.91
2092	CAPITAL ONE COMMERCIAL (COSTCO)	02/21/2015	03/10/2015	6.89
5121	SYMBOL ARTS	02/13/2015	03/03/2015	170.00
5343	STAPLES	03/26/2015	03/31/2015	30.94
5511	SUPERIOR WATER AND AIR, INC.	03/23/2015	03/24/2015	19.95
5511	SUPERIOR WATER AND AIR, INC.	03/23/2015	03/24/2015	19.95
8066	MACEY'S	03/03/2015	03/10/2015	22.17
88366	ADAMS AVENUE PARKWAY	02/24/2015	03/03/2015	105.70
91238	MT. OGDEN GRILL	03/02/2015	03/09/2015	98.44
91238	MT. OGDEN GRILL	03/26/2015	03/31/2015	708.00
91527	JIMMY JOHN'S DELI	03/24/2015	03/31/2015	39.00
92777	FOUR SISTERS FURNITURE	03/23/2015	03/31/2015	115.53
<b>10-57-250 Vehicle Maintenance</b>				
2992	GENUINE PARTS CO./NAPA (SLC)	03/18/2015	03/24/2015	165.52
5180	ROSS EQUIPMENT COMPANY INC.	02/26/2015	03/18/2015	1,360.43

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
5180	ROSS EQUIPMENT COMPANY INC.	02/27/2015	03/18/2015	1,199.19
<b>10-57-255</b>	<b>Other Equipment Maintenance</b>			
90752	AMAZON.COM	02/27/2015	03/09/2015	119.98
<b>10-57-280</b>	<b>Telephone/Internet</b>			
2021	COMCAST	02/15/2015	03/03/2015	143.74
2021	COMCAST	03/13/2015	03/31/2015	143.74
5326	SPRINT	02/28/2015	03/18/2015	129.10
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	240.08
<b>10-57-300</b>	<b>Gas, Oil &amp; Tires</b>			
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	726.53
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	425.76
<b>10-57-400</b>	<b>Emergency Management Planning</b>			
2291	DIRECTV	03/03/2015	03/03/2015	145.00
6563	SATCOM GLOBAL INC.	03/01/2015	03/18/2015	99.86
<b>10-58-230</b>	<b>Travel &amp; Training</b>			
90517	PEARSONVUE.COM	03/02/2015	03/09/2015	168.00
<b>10-58-280</b>	<b>CELLULAR PHONE</b>			
5326	SPRINT	02/28/2015	03/18/2015	63.55
<b>10-58-300</b>	<b>Gas, Oil &amp; Tires</b>			
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	39.57
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	30.20
<b>10-60-210</b>	<b>Books, Subscrip. Memberships</b>			
93846	TRIMBLE	02/17/2015	03/09/2015	300.00
<b>10-60-230</b>	<b>Travel &amp; Training</b>			
93344	HOTEL MONACO SALT LAKE CITY	02/18/2015	03/09/2015	122.73
<b>10-60-248</b>	<b>Vehicle Maintenance</b>			
2598	EVCO HOUSE OF HOSE	12/30/2014	03/10/2015	43.06
2598	EVCO HOUSE OF HOSE	12/30/2014	03/10/2015	371.46
2992	GENUINE PARTS CO./NAPA (SLC)	12/30/2014	03/10/2015	28.76
2992	GENUINE PARTS CO./NAPA (SLC)	02/05/2015	03/18/2015	138.70
2992	GENUINE PARTS CO./NAPA (SLC)	02/06/2015	03/18/2015	42.78
2992	GENUINE PARTS CO./NAPA (SLC)	02/09/2015	03/18/2015	7.90
6420	WESTLAND FORD	01/06/2015	03/10/2015	27.24
6420	WESTLAND FORD	02/11/2015	03/18/2015	46.74
6420	WESTLAND FORD	02/12/2015	03/18/2015	330.22
88231	INTERSTATE BILLING SERVICE	01/23/2015	03/10/2015	6.57
88231	INTERSTATE BILLING SERVICE	01/26/2015	03/10/2015	1,521.10
91707	FACTORY MOTOR PARTS CO.	01/06/2015	03/10/2015	96.61
92503	LEGACY EQUIPMENT	02/10/2015	03/10/2015	1,754.34
92651	FIRST CALL (O'REILLY)	02/19/2015	03/18/2015	69.98
<b>10-60-260</b>	<b>Building &amp; Grounds Maintenance</b>			
6460	WHITEHEAD WHOLESALE ELECTRIC	01/09/2015	03/10/2015	336.60
<b>10-60-270</b>	<b>Utilities</b>			
4230	QUESTAR	02/23/2015	03/03/2015	1,021.01
4230	QUESTAR	02/23/2015	03/03/2015	287.28
6000	ROCKY MOUNTAIN POWER	02/20/2015	03/03/2015	1,822.49
6000	ROCKY MOUNTAIN POWER	03/05/2015	03/10/2015	10.97
6000	ROCKY MOUNTAIN POWER	03/03/2015	03/10/2015	14.15
6000	ROCKY MOUNTAIN POWER	03/03/2015	03/10/2015	10.97
6000	ROCKY MOUNTAIN POWER	03/03/2015	03/10/2015	35.95
6000	ROCKY MOUNTAIN POWER	03/03/2015	03/10/2015	13.54
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	17.10
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	123.89
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	18.53
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	5.62
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	41.01
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	792.12
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	40.62

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	20.57
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	50.73
6000	ROCKY MOUNTAIN POWER	03/06/2015	03/18/2015	37.98
6000	ROCKY MOUNTAIN POWER	03/06/2015	03/18/2015	6.84
6000	ROCKY MOUNTAIN POWER	03/12/2015	03/24/2015	154.44
<b>10-60-300</b>	<b>Gas, Oil &amp; Tires</b>			
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	291.41
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	399.83
3613	JACK'S TIRE & OIL, INC.	02/11/2015	03/18/2015	3,002.46
3613	JACK'S TIRE & OIL, INC.	02/11/2015	03/18/2015	697.24
<b>10-60-310</b>	<b>Professional</b>			
5944	UTAH COMMUNICATIONS AUTHORITY	12/29/2014	03/10/2015	186.00
6145	WASATCH CIVIL ENGINEERING CORP	02/03/2015	03/10/2015	447.00
<b>10-60-400</b>	<b>Class C Maintenance</b>			
4350	COMPASS MINERALS AMERICA	01/09/2015	03/10/2015	1,556.56
4350	COMPASS MINERALS AMERICA	01/08/2015	03/10/2015	2,000.15
4350	COMPASS MINERALS AMERICA	01/06/2015	03/10/2015	1,465.06
4900	STAKER & PARSON COMPANIES	01/09/2015	03/10/2015	1,647.64
5519	T.J. TRAILER	01/07/2015	03/10/2015	363.30
<b>10-60-480</b>	<b>Special Department Supplies</b>			
1540	BOLT & NUT SUPPLY COMPANY	01/15/2015	03/10/2015	16.11
3434	HOME DEPOT/GEFCF	02/02/2015	03/10/2015	9.81
3434	HOME DEPOT/GEFCF	02/24/2015	03/10/2015	28.31
<b>10-60-510</b>	<b>Road Proj/Improvements</b>			
3020	GRANITE CONSTRUCTION CO.	01/15/2015	03/18/2015	31,092.80
6145	WASATCH CIVIL ENGINEERING CORP	02/03/2015	03/10/2015	329.00
<b>10-60-600</b>	<b>Siemens Streetlight Lease</b>			
93279	SIEMENS PUBLIC, INC	02/18/2015	03/03/2015	6,826.11
93279	SIEMENS PUBLIC, INC	02/18/2015	03/03/2015	2,346.62
<b>10-60-650</b>	<b>Lease Payments</b>			
6620	XEROX CORPORATION	01/20/2015	03/10/2015	252.58
6620	XEROX CORPORATION	02/01/2015	03/18/2015	252.58
6620	XEROX CORPORATION	03/01/2015	03/18/2015	252.58
<b>10-60-730</b>	<b>Street Light Maintenance</b>			
1840	CACHE VALLEY ELECTRIC	09/30/2014	03/10/2015	1,836.82
1840	CACHE VALLEY ELECTRIC	02/09/2015	03/10/2015	424.50
1840	CACHE VALLEY ELECTRIC	02/09/2015	03/10/2015	622.00
1860	CONSOLIDATED ELECTRICAL DIST.	01/30/2015	03/10/2015	30.65
1860	CONSOLIDATED ELECTRICAL DIST.	01/29/2015	03/10/2015	207.26
<b>10-70-240</b>	<b>Special Dept. Supplies - Parks</b>			
3580	INTERSTATE BARRICADES	01/06/2015	03/10/2015	152.70
5300	SHERWIN WILLIAMS	02/04/2015	03/18/2015	78.25
6020	VALLEY NURSERY INCORPORATED	02/24/2015	03/18/2015	125.31
<b>10-70-244</b>	<b>Office Supplies Expense</b>			
5343	STAPLES	03/09/2015	03/24/2015	69.99
5511	SUPERIOR WATER AND AIR, INC.	03/01/2015	03/18/2015	19.95
<b>10-70-248</b>	<b>Vehicle Maintenance</b>			
4380	Ogden Auto Color	01/12/2015	03/10/2015	59.90
5160	ROCKY MTN TURF & INDUSTRIAL	01/28/2015	03/18/2015	168.74
5160	ROCKY MTN TURF & INDUSTRIAL	02/10/2015	03/18/2015	49.56
88231	INTERSTATE BILLING SERVICE	01/27/2015	03/10/2015	417.22
93230	KENT'S REPAIR	02/03/2015	03/10/2015	53.40
<b>10-70-260</b>	<b>Building Maintenance</b>			
3724	JERRY'S PLUMBING SPECIALTIES	02/20/2015	03/18/2015	4.66
<b>10-70-270</b>	<b>Utilities</b>			
4230	QUESTAR	02/20/2015	03/03/2015	335.51
6000	ROCKY MOUNTAIN POWER	03/05/2015	03/10/2015	14.64
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	14.71

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	18.62
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	10.80
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	11.78
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	11.94
6000	ROCKY MOUNTAIN POWER	03/02/2015	03/10/2015	40.06
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	27.40
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	270.85
6000	ROCKY MOUNTAIN POWER	03/06/2015	03/24/2015	18.66
<b>10-70-280 Telephone/Internet</b>				
2021	COMCAST	02/13/2015	03/18/2015	250.39
5326	SPRINT	02/28/2015	03/18/2015	258.33
<b>10-70-300 Gas, Oil &amp; Tires</b>				
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	28.00
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	184.89
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	53.25
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	15.82
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	211.63
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	59.79
<b>10-70-310 Professional &amp; Technical</b>				
6145	WASATCH CIVIL ENGINEERING CORP	02/03/2015	03/10/2015	70.50
<b>10-71-230 Travel &amp; Training</b>				
87981	URPA	03/13/2015	03/23/2015	55.00
87981	URPA	03/13/2015	03/23/2015	55.00
87981	URPA	03/13/2015	03/23/2015	55.00
87981	URPA	03/13/2015	03/23/2015	55.00
<b>10-71-240 Office Supplies Expense</b>				
5511	SUPERIOR WATER AND AIR, INC.	02/01/2015	03/10/2015	19.95
5511	SUPERIOR WATER AND AIR, INC.	03/01/2015	03/18/2015	19.95
90981	EL MATADOR	03/13/2015	03/23/2015	53.07
<b>10-71-241 Comp League Expenses</b>				
2117	CROWN TROPHY	03/02/2015	03/10/2015	782.00
<b>10-71-242 Special Dept. Supplies</b>				
4900	STAKER & PARSON COMPANIES	03/02/2015	03/18/2015	608.47
4900	STAKER & PARSON COMPANIES	02/21/2015	03/18/2015	678.43
5975	UTAH JAZZ	02/20/2015	03/10/2015	3,444.00
<b>10-71-280 Telephone/Internet</b>				
2021	COMCAST	02/15/2015	03/10/2015	189.10
2021	COMCAST	02/27/2015	03/18/2015	190.79
5326	SPRINT	02/28/2015	03/18/2015	55.10
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	40.03
<b>10-71-350 Officials Fees</b>				
89130	REID, CHRIS	03/11/2015	03/18/2015	100.00
93247	JUGLER, PRESTON	02/11/2015	03/10/2015	100.00
93247	JUGLER, PRESTON	02/11/2015	03/10/2015	100.00
93247	JUGLER, PRESTON	03/02/2015	03/18/2015	75.00
93307	SACKETT, MARK	02/23/2015	03/10/2015	75.00
93307	SACKETT, MARK	03/11/2015	03/18/2015	50.00
93508	HAINER, DEBORAH	03/09/2015	03/18/2015	25.00
93812	WEITZEIL, ANTHONY	02/09/2015	03/10/2015	75.00
93812	WEITZEIL, ANTHONY	02/09/2015	03/10/2015	75.00
93812	WEITZEIL, ANTHONY	02/09/2015	03/10/2015	75.00
93812	WEITZEIL, ANTHONY	02/09/2015	03/10/2015	100.00
93812	WEITZEIL, ANTHONY	03/02/2015	03/18/2015	75.00
93812	WEITZEIL, ANTHONY	03/04/2015	03/18/2015	100.00
93825	ROSS, BILL	02/16/2015	03/10/2015	75.00
93825	ROSS, BILL	02/16/2015	03/10/2015	100.00
93825	ROSS, BILL	02/16/2015	03/10/2015	100.00
93825	ROSS, BILL	02/16/2015	03/10/2015	75.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
93825	ROSS, BILL	02/16/2015	03/10/2015	100.00
93825	ROSS, BILL	03/11/2015	03/18/2015	100.00
93825	ROSS, BILL	03/11/2015	03/18/2015	50.00
93864	HANCOCK, DAVE	03/09/2015	03/18/2015	25.00
<b>12-40-375 Equipment Rentals</b>				
6358	WEBER COUNTY PARKS & RECREATIO	03/11/2015	03/18/2015	704.00
<b>12-40-390 Telephone Expense</b>				
5326	SPRINT	02/28/2015	03/18/2015	16.11-
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	13.35
<b>40-40-173 1075 E St. Proj. - bond</b>				
6145	WASATCH CIVIL ENGINEERING CORP	02/03/2015	03/10/2015	587.50
<b>51-30-220 Water Impact Fees</b>				
93848	JENSEN, DEREK	02/20/2015	03/10/2015	21.44
<b>51-40-210 Books, Subscript. &amp; Membership</b>				
5214	RURAL WATER ASSOC. OF UTAH	02/28/2015	03/10/2015	280.00
93846	TRIMBLE	02/17/2015	03/09/2015	300.00
<b>51-40-230 Travel &amp; Training</b>				
2280	DIVISION OF DRINKING WATER	03/19/2015	03/31/2015	200.00
87969	BEST WESTERN ABBEY INN	03/13/2015	03/23/2015	396.76
87969	BEST WESTERN ABBEY INN	03/13/2015	03/23/2015	401.34
<b>51-40-240 Office Supplies</b>				
91069	FRESH MARKET	03/13/2015	03/23/2015	15.98
<b>51-40-248 Vehicle Maintenance</b>				
5279	SEMI SERVICE INC.	02/09/2015	03/18/2015	48.06
5519	T.J. TRAILER	02/09/2015	03/18/2015	17.25
6420	WESTLAND FORD	01/12/2015	03/10/2015	27.24
6420	WESTLAND FORD	02/11/2015	03/18/2015	46.74
<b>51-40-280 Telephone</b>				
2021	COMCAST	02/15/2015	03/10/2015	402.39
6006	VERIZON WIRELESS	02/23/2015	03/18/2015	80.04
<b>51-40-290 Building Maintenance</b>				
93863	INTERBANK-EXCHANGE, LLC	02/06/2015	03/18/2015	2,076.90
<b>51-40-300 Gas, Oil &amp; Tires</b>				
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	710.25
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	512.97
<b>51-40-480 Special Department Supplies</b>				
541	OLDCASTLE PRECAST	01/13/2015	03/10/2015	127.26
541	OLDCASTLE PRECAST	01/15/2015	03/10/2015	576.34
4142	MANTEK	01/02/2015	03/10/2015	234.14
4294	HD SUPPLY WATERWORKS LTD.	12/31/2014	03/10/2015	258.39
4294	HD SUPPLY WATERWORKS LTD.	01/09/2015	03/10/2015	406.72
4294	HD SUPPLY WATERWORKS LTD.	01/07/2015	03/10/2015	59.12
4294	HD SUPPLY WATERWORKS LTD.	02/19/2015	03/18/2015	455.20
4900	STAKER & PARSON COMPANIES	02/09/2015	03/18/2015	190.11
4900	STAKER & PARSON COMPANIES	02/21/2015	03/18/2015	798.33
<b>51-40-560 Power and Pumping</b>				
6000	ROCKY MOUNTAIN POWER	02/27/2015	03/10/2015	163.74
<b>51-40-667 Radio Read Conversion</b>				
4172	METERWORKS	02/23/2015	03/18/2015	4,394.60
<b>52-21350 CNTRL WEBER IMPACT FEE PAYABLE</b>				
1870	CENTRAL WEBER SEWER IMP. DIST.	02/26/2015	03/03/2015	18,664.00
<b>52-23110 Sewer Impact Fees Payable</b>				
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	20,086.66
<b>52-40-248 Vehicle Maintenance</b>				
5519	T.J. TRAILER	01/08/2015	03/10/2015	62.40
6420	WESTLAND FORD	01/06/2015	03/10/2015	136.78
6420	WESTLAND FORD	01/07/2015	03/10/2015	37.87

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
52-40-300	Gas, Oil & Tires			
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	384.59
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	201.46
<b>52-40-315</b>	<b>Sewer Lines Cleaning Service</b>			
5052	HOFFMAN UTAH, INC	01/23/2015	03/10/2015	11,315.25
5052	HOFFMAN UTAH, INC	02/27/2015	03/18/2015	4,800.45
<b>52-40-320</b>	<b>Blue Stake Service</b>			
1513	BLUE STAKES OF UTAH	02/28/2015	03/18/2015	88.35
<b>52-40-480</b>	<b>Maintenance Supplies</b>			
3434	HOME DEPOT/GEFC	02/04/2015	03/10/2015	4.53
<b>52-40-610</b>	<b>Central Weber Sewer Fees</b>			
1870	CENTRAL WEBER SEWER IMP. DIST.	02/10/2015	03/03/2015	251,954.00
<b>52-40-650</b>	<b>Manhole Replacement</b>			
4103	LITTLE K INC.	02/23/2015	03/18/2015	1,500.00
<b>52-40-665</b>	<b>Video &amp; Fix Trouble Spots</b>			
5052	HOFFMAN UTAH, INC	02/09/2015	03/18/2015	400.00
<b>53-40-248</b>	<b>Vehicle Maintenance</b>			
5325	SIX STATES	01/05/2015	03/10/2015	66.49
5325	SIX STATES	01/08/2015	03/10/2015	31.44
<b>53-40-300</b>	<b>Gas, Oil &amp; Tires</b>			
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	350.62
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	254.03
<b>54-21310</b>	<b>Trailer Deposits</b>			
5954	UTAH STATE TREASURER	03/03/2015	03/03/2015	100.00
<b>54-40-240</b>	<b>Office Supplies</b>			
5343	STAPLES	03/09/2015	03/24/2015	18.97
5511	SUPERIOR WATER AND AIR, INC.	02/06/2015	03/10/2015	19.95
5511	SUPERIOR WATER AND AIR, INC.	03/06/2015	03/18/2015	19.95
6620	XEROX CORPORATION	01/20/2015	03/10/2015	89.90
<b>54-40-280</b>	<b>Telephone</b>			
2021	COMCAST	02/26/2015	03/18/2015	405.20
5326	SPRINT	02/28/2015	03/18/2015	597.32
<b>54-40-290</b>	<b>Building Maintenance</b>			
6460	WHITEHEAD WHOLESALE ELECTRIC	01/29/2015	03/10/2015	40.41
91650	CINTAS FIRST AID & SAFETY	02/12/2015	03/18/2015	74.74
<b>54-40-300</b>	<b>Gas, Oil &amp; Tires</b>			
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	336.62
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	172.63
<b>54-40-310</b>	<b>Prof &amp; Teach Services</b>			
2959	G & K SERVICES	02/03/2015	03/18/2015	15.00
2959	G & K SERVICES	02/10/2015	03/18/2015	15.00
2959	G & K SERVICES	02/17/2015	03/18/2015	15.00
2959	G & K SERVICES	02/24/2015	03/18/2015	15.00
93865	WORKFORCE QA	12/31/2014	03/18/2015	135.00
<b>54-40-420</b>	<b>Allied Waste - Contract Srvc.</b>			
92490	ALLIED WASTE SERVICES #493	03/12/2015	03/18/2015	35,007.52
<b>54-40-430</b>	<b>Tipping Fees</b>			
6360	WEBER COUNTY TRANSFER STATION	02/28/2015	03/18/2015	10,315.20
<b>54-40-450</b>	<b>Construction Materials Tipping</b>			
4258	MOULDING & SONS LANDFILL, LLC	12/01/2014	03/10/2015	75.00
4258	MOULDING & SONS LANDFILL, LLC	12/01/2014	03/10/2015	75.00
4258	MOULDING & SONS LANDFILL, LLC	12/02/2014	03/10/2015	225.00
4258	MOULDING & SONS LANDFILL, LLC	12/03/2014	03/10/2015	75.00
4258	MOULDING & SONS LANDFILL, LLC	12/09/2014	03/10/2015	300.00
4258	MOULDING & SONS LANDFILL, LLC	12/10/2014	03/10/2015	100.00
4258	MOULDING & SONS LANDFILL, LLC	01/21/2015	03/10/2015	500.00
4258	MOULDING & SONS LANDFILL, LLC	01/22/2015	03/10/2015	400.00
4258	MOULDING & SONS LANDFILL, LLC	01/22/2015	03/10/2015	400.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
4258	MOULDING & SONS LANDFILL, LLC	01/23/2015	03/10/2015	195.00
4258	MOULDING & SONS LANDFILL, LLC	01/23/2015	03/10/2015	260.00
<b>54-40-750 Capital Outlay</b>				
5519	T.J. TRAILER	02/05/2015	03/10/2015	13,990.00
<b>58-30-201 Ambulance Fees - S/O - DPS</b>				
93844	ROBBINS, DAVID	02/27/2015	03/03/2015	1.29
<b>58-40-245 Uniform Allowance</b>				
104	A-1 UNIFORMS	03/09/2015	03/18/2015	8.00
<b>58-40-248 Vehicle Maintenance</b>				
6420	WESTLAND FORD	03/18/2015	03/24/2015	196.05
<b>58-40-250 Equipment Maintenance</b>				
90752	AMAZON.COM	03/05/2015	03/09/2015	12.52
90752	AMAZON.COM	03/04/2015	03/31/2015	10.81
<b>58-40-300 Gas, Oil &amp; Tires</b>				
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	178.92
2970	STATE OF UTAH GAS CARD-FUELMAN	02/02/2015	03/18/2015	256.11
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	143.59
2970	STATE OF UTAH GAS CARD-FUELMAN	03/02/2015	03/18/2015	187.67
<b>58-40-310 Professional &amp; Technical</b>				
93095	DEPARTMENT OF HEALTH	02/20/2015	03/03/2015	50.00
93095	DEPARTMENT OF HEALTH	02/20/2015	03/03/2015	130.00
<b>58-40-312 PMA Fees</b>				
2786	FIRST PROFESSIONAL SERVICES CO	02/28/2015	03/18/2015	3,429.16
2786	FIRST PROFESSIONAL SERVICES CO	02/28/2015	03/18/2015	514.37
<b>58-40-480 Special Department Supplies</b>				
3963	KNOX BOX	02/26/2015	03/03/2015	59.00
5308	SHRED MASTERS	02/24/2015	03/03/2015	30.00
91650	CINTAS FIRST AID & SAFETY	02/19/2015	03/10/2015	60.90
91650	CINTAS FIRST AID & SAFETY	03/13/2015	03/18/2015	44.14
91919	OFFICE DEPOT	03/11/2015	03/24/2015	14.20
<b>58-40-490 Disposable Medical Supplies</b>				
4099	LIFE-ASSIST, INC.	03/02/2015	03/10/2015	50.00
4333	NORCO, INC.	02/11/2015	03/18/2015	62.84
4333	NORCO, INC.	02/25/2015	03/18/2015	72.05
4333	NORCO, INC.	02/28/2015	03/18/2015	165.76
Grand Totals:				669,633.87

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only paid invoices included.

Invoice Detail.Description = {&lt;-&gt; } "1099 adjustment"

# City Council Staff Report



**Subject:** Roads Chip Seal Project 2015  
**Author:** Jon Andersen  
**Department:** Public Works Department  
**Date:** April 7, 2015

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## **Recommendation**

City Staff is recommending that you award the bid to Staker & Parson Companies for the street chip seal project. This bid award will be for the chip seal project which will consist of installing a chip seal w/fog coat on existing City streets. Staker & Parson Companies has completed several projects for the City in the past in a very professional manner.

## **Background**

The Mayor & City Council passed the 2014-2015 budget and transferred \$1,375,000.00 from various Enterprise funds. The transfer from the Enterprise funds were to continue improving the City roads through rebuilds, overlays, chip/slurry seals, and crack sealing. This bid award is for Chip seal projects. City staff recommended that a portion of the transfer money be used for Chip seal project. City staff used the list that was provided to the Council a few years ago to start the repair of City roads. The bids came in lower than expected but with a qualified company to complete the work.

## **Analysis**

In doing some of the analysis for which roads need to be done we have met with the engineer and decided that 57,000 S.Y. of chip seal w/ fog coat will be applied to various roads throughout the City. Some of the onetime transfer money will be best utilized in the Chip seal process. It will also stretch the dollar a little farther for the city to have more roads repaired. We had three qualified companies submit bids:

1-Staker Parson Companies	\$133,950.00
2-Consolidated Paving	\$139,080.00
3-Advanced Paving & Construction	\$157,890.00

## **Significant Impacts**

Impacts to the budget will be \$133,950.00. This amount will be used from the \$1,375,000.00 that was a onetime transfer from the Enterprise funds to the general funds.

## **Attachments**

Bid opening report

**Bid Opening Report**  
**2015 Chip & Seal Project**  
**South Ogden City Corporation**

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Bid Opening Date & Time: **Wednesday, March 18<sup>th</sup>, 2015, 2:00 p.m.**  
Place: South Ogden City Municipal Office  
3950 South Adams Avenue  
South Ogden, UTAH

<u>Contractor Name</u>	<u>Total Bid</u>
1. <u>ADVANCED PAVING &amp; CONSTRUCTION</u>	\$ <u>157,890<sup>00</sup></u>
2. <u>STAKER FARSON COMPANIES</u>	\$ <u>133,950<sup>00</sup></u>
3. <u>CONSOLIDATED PAVING</u>	\$ <u>139,080<sup>00</sup></u>
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11.	\$
12.	\$
13.	\$
14.	\$
15.	\$
16.	\$
17.	\$
18.	\$
19.	\$
20.	\$
21.	\$
22.	\$

# City Council Staff Report



**Subject:** Storm Drain Repair Project - Club Heights Area  
**Author:** Jon Andersen  
**Department:** Public Works  
**Date:** April 7, 2015

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## **Recommendation**

City staff is recommending the Storm Drain Project be awarded to B& K Fox Construction, Inc.

## **Background**

In May of 2014, the City had a main break on Country Club Drive and it caused a lot of damage to the road and storm drain system in that area. During the first assessment of the storm drain damage City staff thought it would stay in the same state of needing some repair. During our inspection of the damaged area this spring there has been an increase in deterioration of the area around the pipe and it is in need of repair very soon.

## **Analysis**

The project will consist of furnishing and installing 130 LF of HDPE pipe with 2 -45degree bends, collar pipe with cement going into two manholes . They are also required to remove existing pipe and grade two loads of imported fill around the newly installed pipe. City staff has solicited four bids from reputable companies that have completed this type of work in the past for the City. Three of the four returned a bids and the fourth did not submit a bid.

B&K Fox Contracts , Inc	\$ 6750.00
Montgomery Contracting	\$12,765.00
Leon Poulsen Construction	\$17,140.00
Brinkerhoff	No bid submitted

## **Significant Impacts**

The impact will be to the Storm Drain Enterprise fund. The impact to the fund will be \$6750.00

## **Attachments**

Bids

# BID PROPOSAL

## **B&K FOX CONTRACTORS, INC.**

1406 N 2000 W • Farr West, Utah 84404 • 801-732-8512 • 801-732-8513

SUBMITTED TO: South Ogden City	DATE: 03/15/2015
CONTACT NAME: Jason	JOB NAME: Storm Drain Repair 130 L.F.
ADDRESS:	CITY/STATE/ZIP:

### BID SPECIFICATIONS:

130 L.F. OF HDPE WITH 2 45 DEG BENDS	
2 LOADS OF IMPORT FILL	
2 CONCRETE COLLERS	
REMOVE OF CMP PIPE	
<b>TOTAL</b>	<b>6750.00</b>

#### NOTES

ANY PERMIT FEES REQUIRED TO PAID BY CITY  
ALL REMOVAL OF EXISTING TREES TO BE REMOVED BY CITY FOR  
PLACE MENT OF PIPE

CASH ON DELIVERY       PAID IN FULL WITHIN 30 DAYS AFTER COMPLETION

We hereby propose to furnish labor and materials complete with the above specifications, for the sum of:

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

IF THIS BID IS ACCEPTED PLEASE SIGN AND RETURN WITHIN 14 DAYS

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED BY:      Signature \_\_\_\_\_

Date \_\_\_\_\_      Title \_\_\_\_\_

Montgomery Contracting

5663 N 3100 E

UT 84310

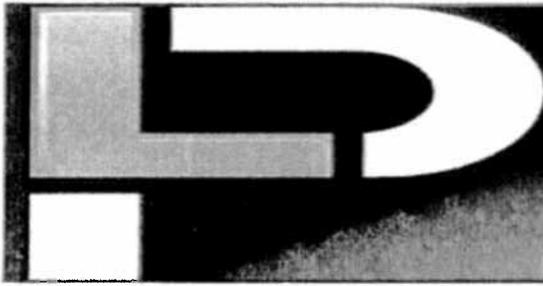
# Estimate

Date	Estimate #
3/24/2015	1034

Name / Address
General Contractor South Ogden City Storm Drain Repair

Project

Description	Qty	Rate	Total
Transport	1	1,500.00	1,500.00
import (Yards)	30	11.50	345.00
Storm Drain 18" C 900 Storm Drain	130	74.00	9,620.00
Storm drain Tie In	2	650.00	1,300.00
		0.00	0.00
Alt 1 Storm Drain box 2x2x4 2200.00			
Alt 2 Erosion Blanket and wattle 4500.00			
		<b>Total</b>	\$12,765.00



Leon Poulsen Construction

1675 S 1900 W Ogden, UT 84401

PH: 801-731-6150

Fax: 801-731-7007

<b>To:</b> South Ogden City Corp.	<b>Contact:</b> Jason Brennan
<b>Address:</b> South Ogden	<b>Phone:</b> 801-622-2700
	<b>Fax:</b> 801-622-2713
<b>Project Name:</b> 40th Street Storm Drain Replacement	<b>Bid Number:</b>
<b>Project Location:</b> 40th Street East Of Chambers, South Ogden City, UT	<b>Bid Date:</b> 3/17/2015

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Mobilization	1.00	LS	\$950.00	\$950.00
	2	Connect To Existing Manhole Or Box W/concrete Collar	2.00	EACH	\$1,855.00	\$3,710.00
	3	18" PVC SDR-35 Storm Drain Pipe W/gravel Bedding	130.00	LF	\$78.00	\$10,140.00
	4	Remove And Haul Off Existing 18" Pipe	130.00	LF	\$18.00	\$2,340.00

**Total Bid Price: \$17,140.00**

**Notes:**

- \*\*\*\*\*Please Review INCLUSIONS, and EXCLUSIONS \*\*\*\*\*
- Please refer to estimated quantities for items included in bid price.
- Contractor will be paid by unit price, for actual quantities installed, and measured in the field.
- Bid Price DOES NOT include Compaction Testing. If compaction testing is required it will be paid for by the owner, or general contractor
- Bid price DOES NOT include construction survey, or staking. This will be paid, by the owner, or general contractor.
- Base bid DOES NOT include imported granular backfill for trenches. If imported fill is required it will be paid as an add alternate, to be negotiated, or at the unit price stipulated in the add alternate quoted.
- Bid Price DOES NOT include restoration of any pre-existing site conditions, asphalt repair, concrete repair, or landscape repair, Ect.

**Payment Terms:**

Payment due within 30 days of date of invoice.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

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

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Leon Poulsen Construction Co. Inc.**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Steve Poulsen

Brinkerhoff was called no bid was  
Turned in.

# City Council Staff Report



**Subject:** U.V. Filtration System  
**Author:** Jon Andersen  
**Department:** Parks & Recreation  
**Date:** April 7, 2015

---

## **Recommendation**

City Staff is recommending that the U.V. bid be awarded to CEM Aquatics for the new filtration system to be installed at the Nature Park.

## **Background**

The City received RAMP grant monies in 2014 and was unable to get the U.V. Filtration bid ready in time for the 2014 season at the splash pad. This project will improve the filtration and the splash pad for disinfection of water borne diseases. It will allow the turnover rate of the water to be greatly improved. It should also enhance the water quality that is at the splash pad.

## **Analysis**

The City requested RFP's through Bid Sync. The bid was kept to regional within 100 miles to help on service calls and maintenance on the new system. The City did hold a mandatory walk through of the site and CEM Aquatics was the only vendor to attend. CEM has done all of the maintenance on the City splash pad since it was first installed.

## **Significant Impacts**

The total project came in at \$20,500.00 and we received \$20,500 from RAMP so there will be an impact to the parks budget (10-70-240) of \$20,500.00.

## **Attachments**

Bid information



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**Bid #1503-001 - Splash Pad - UV Filter**

Creation Date **Mar 10, 2015** End Date **Apr 2, 2015 2:00:00 PM MDT**  
 Start Date **Mar 17, 2015 4:42:48 PM MDT** Awarded Date **Not Yet Awarded**

1503-001--01-01 Ultraviolet Disinfection Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CEM Aquatics	First Offer - \$20,500.00	1 / each	\$20,500.00		
<b>Product Code:</b>			<b>Supplier Product Code:</b> ECP110-4SP		
<b>Agency Notes:</b>			<b>Supplier Notes:</b>		

**Supplier Totals**

<b>CEM Aquatics</b>		<b>\$20,500.00</b>
<b>Bid Contact</b> Lynn Remund lynn@cemaquatics.com Ph 801-485-6800	<b>Address</b> 3154 Washington St Salt Lake, UT 84115	
<b>Bid Notes</b> Total includes the following: delivery to site, installation of UV chamber with SCH 80 bypass, installation of the control panel, plumbing and cabinet bracing and factory start-up and training.		
<b>Agency Notes:</b>	<b>Supplier Notes:</b> Total includes the following: delivery to site, installation of UV chamber with SCH 80 bypass, installation of the control panel, plumbing and cabinet bracing and factory start-up and training.	

[Close](#)

\*\*All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

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<b>Agency Notes:</b>	<b>Supplier Notes:</b>
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# Proclamation

Declaring May 1, 2015

as

"Arbor Day"

In South Ogden City

- Whereas,** In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- Whereas,** This special day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- Whereas,** Arbor Day is now observed throughout the Nation and the world; and
- Whereas,** Trees can reduce the erosion of our precious topsoil by abating wind and water, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- Whereas,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- Whereas,** The Pioneers and our forefathers knowing the necessity and value of trees, brought trees with them on their long, hard journey and these trees are living legacies in our community; and
- Whereas,** Trees in South Ogden City increase property values, enhance the economic vitality of business areas, beautify our community and are a source of joy and spiritual renewal; and
- Whereas,** South Ogden City has realized the importance of the urban forest and has been instrumental in enhancing the management of this precious resource;

**Now, Therefore,** I, James F. Minster, Mayor of South Ogden City, Utah, do hereby proclaim May 1, 2015, as

**"Arbor Day"**

in South Ogden City and urge all people to join me and the City Council in celebrating Arbor Day and supporting South Ogden City's efforts and commitment to developing and protecting our trees and woodlands, and, further I encourage all people to plant trees to elevate the human spirit and promote the well-being of this and future generations.

Dated this 7<sup>th</sup> day of April, 2015.

---

James F. Minster, Mayor

Attest:

---

Leesa Kapetanov  
City Recorder

# Proclamation

Declaring May 17-24, 2015

as

“National Public Works Week”

In South Ogden City

**Whereas,** Public Works services provided in our community are an integral part of our citizens everyday lives; and

**Whereas,** The support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

**Whereas,** The health, safety and comfort of this community greatly depends on these facilities and services; and

**Whereas,** The quality and effectiveness of these facilities, and their planning, design, and construction depend upon the efforts and skill of public works officials and employees; and

**Whereas,** The efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by citizens’ attitudes toward and understanding of the importance of the work they perform; and

**Now, Therefore, I, James F. Minster, Mayor of South Ogden City, Utah, do proclaim May 17<sup>th</sup> - 24<sup>th</sup>, 2015, as**

**“National Public Works Week”**

in South Ogden City and call upon all citizens and civic organizations to join me and the City Council in becoming well acquainted with the issues involved in providing our public works services and to recognize the contributions which public works officials and employees make every day to our health, safety, comfort, and quality of life here in South Ogden City.

Dated this 7<sup>th</sup> day of April, 2015.

---

James F. Minster, Mayor

Attest:

---

Leesa Kapetanov  
City Recorder

# City Council Staff Report



**Subject:** Ordinance 15-10 – Campaign Finance Disclosure  
**Author:** Leesa Kapetanov  
**Department:** Administration  
**Date:** April 7, 2015

---

## **Recommendation**

Staff recommends the Ordinance be passed.

## **Background**

During the recent legislative session, some changes were made to campaign finance disclosure requirements for municipal elections that essentially made the city's requirements (which were the exact same wording) obsolete.

## **Analysis**

To eliminate the same thing from happening again if changes are made in the future, staff has changed the city code to simply state we comply with the state's requirements and then provide the references to the state code.

## **Significant Impacts**

Although there are no significant impacts to the city itself, it may impact those of you who choose to run for office in the future. The main changes include:

- Prohibits a municipal candidate from making a personal use expenditure (*e.g.*, clothing, car, sporting event tickets, vacation) and authorizes a municipality to adopt an ordinance to further define personal use expenditure violations and enforce prohibitions. Relevant code sections: 10-3-208 & 10-3-209
- Requires a candidate that receives an anonymous contribution that is cash and over \$50 to donate the money to:
  - State or political subdivision for deposit into its general fund, or
  - 501(c)(3) organizations Relevant code section: 10-3-208

**ORDINANCE NO. 15-10**

**AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING  
TITLE 1, CHAPTER 7, SECTION 2 OF THE CITY CODE DEALING WITH  
CAMPAIGN FINANCE DISCLOSURE REQUIREMENTS; MAKING NECESSARY  
LANGUAGE CHANGES TO THE CITY CODE RELATED TO THOSE CHANGES;  
AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.**

**Section 1 - Recitals:**

WHEREAS, SOUTH OGDEN City (“City”) is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code (“UC”) §10-3-717, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-717, and UC §10-3-701, the governing body of the city has previously adopted a City Code which deals with Campaign Financial Disclosure Requirements for city elections and related issues; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 1, and various sections thereof deal with certain campaign financial disclosure requirements and is based on and adopted in conformance with the authority granted to the City by UCA Title 10; and,

WHEREAS, the City Council finds that it is in the public interest to manage and regulate the procedures governing campaign financial disclosure requirements; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 1 should be amended by deleting current chapter 7 section2 and adding new language to update campaign financial disclosure requirements for city elections and to have city practices conform to state law requirements; and,

WHEREAS, the City Council finds that the requirements herein should be effective upon passage of this Ordinance; and,

WHEREAS, the City Council finds that the public safety, health and welfare is at issue and requires action by the City as noted above;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH** that

City Code, Title 1-7-2: Campaign Financing Disclosure Requirements, Is Deleted As Presently Constituted And Is Amended To Read:

**1-7-2: CAMPAIGN FINANCING DISCLOSURE REQUIREMENTS:**

All candidates for elective city office shall comply with the following campaign disclosure requirements

**A. Definitions:**

The definitions of Utah Code §20A-11-101, as constituted, or as may, from time to time be amended or readopted, shall apply to this chapter and section.

**B. Disclosure Requirements:**

The campaign finance disclosure requirements of Utah Code §10-3-208, as constituted, or as may, from time to time be amended or readopted, shall apply to this chapter and section and to all municipal elections for South Ogden City.

**Section 2 - Repealer of Conflicting Enactments:**

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part, repealed.

**Section 3 - Prior Ordinances and Resolutions:**

The body and substance of all prior Ordinances and Resolutions, with their provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

**Section 4 - Savings Clause:**

If any provision of this Ordinance shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of South Ogden City.

**Section 5 - Date of Effect**

This Ordinance shall be effective on the 7<sup>th</sup> day of April, 2015, and after publication or posting as required by law.

DATED this 7<sup>th</sup> day of April, 2015

SOUTH OGDEN, a municipal corporation

by: \_\_\_\_\_  
Mayor James F. Minster

Attested and recorded

\_\_\_\_\_  
Leesa Kapetanov  
City Recorder

# City Council Staff Report



**Subject:** EMI Health Advantage Plus Dental Plan  
**Author:** Patti Randolph  
**Department:** Administration  
**Date:** April 7, 2015

---

## **Recommendation**

City Staff recommends the approval of the EMI Health Advantage Plus Dental Plan Agreement.

## **Background**

Per South Ogden City Policy Manual 04.015:  
Subject to the terms and conditions of any approved insurance plan, the City sponsors dental insurance coverage and services through dental insurance plans. Employees in eligible classifications may select the dental insurance coverage they wish.

## **Analysis**

Beginning in October 2014, the City held meetings with GBS Benefits, Inc. and the employees of the health insurance committee to discuss insurance proposals for 2015. At these meetings the cost, plan details, and network coverage of five different dental insurance providers' proposals were addressed. After much discussion, it was agreed that EMI provided the best dental insurance plan without placing a financial hardship on the City.

## **Significant Impacts**

Approval of the EMI Health Advantage Plus Dental Plan Agreement fulfills the city's commitment to offer dental insurance benefits for employees in eligible employment classifications.

## **Attachments**

Please see the attached EMI Health Advantage Plus Dental Plan Agreement

**Resolution No. 15-10**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH EDUCATORS MUTUAL INSURANCE FOR DENTAL INSURANCE BENEFITS, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds that it necessary to evaluate how the city deals with dental insurance benefits in support city operations and its employees; and,

**WHEREAS**, the City Council finds that the city staff recommends that the city contract with EMI for the provision of dental insurance benefits; and,

**WHEREAS**, the City Council finds that Educators Mutual Insurance ("EMI") has the professional ability to provide for these services to meet the city's needs; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by contracting with EMI to provide such services; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:**

**SECTION II - CONTRACT AUTHORIZED**

That the "EMI Health Advantage Plus Dental Plan Agreement" Attached Hereto As Attachment "A" and by This Reference Fully Incorporated Herein, Is Hereby Approved and Adopted; and That the City Manager Is Authorized To More Fully Negotiate Any Remaining Details under the Agreement On Behalf Of the City and Then to Sign, and the City Recorder Authorized to attest, any and all documents necessary to effect this authorization and approval.

**SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

**SECTION V - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

**SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of April, 2015, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH, on this 7<sup>th</sup> day of April, 2015**

**SOUTH OGDEN CITY**

\_\_\_\_\_  
James F. Minster  
Mayor

**ATTEST:**

\_\_\_\_\_  
Leesa Kapetanov  
City Recorder

# **ATTACHMENT “A”**

## **Resolution No. 15-10**

Resolution Of South Ogden City Approving An Agreement With Educators Mutual Insurance For Dental Insurance Benefits, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

07 Apr 15

**EDUCATORS HEALTH PLANS LIFE, ACCIDENT, AND HEALTH, INC.**

852 East Arrowhead Lane  
Murray, Utah 84107-5298

Policy Number 2617

IN CONSIDERATION of the statements and agreements contained in the application for insurance under this policy and the payment of premiums, as required by the provisions of this policy, Educators Health Plans Life, Accident, and Health, Inc. (hereinafter "EMI Health") does hereby insure certain Employees of

**SOUTH OGDEN CITY**

(hereinafter referred to as "Policyholder") for each of whom the required premium has been paid during the term of this policy, and agrees, subject to the provisions, conditions and limitations herein contained and endorsed hereon, to pay the expenses incurred by the Insured. Please return a signed copy of this agreement within 30 days. Receipt of payment will be deemed confirmation of receipt and acceptance of this policy.

This policy shall be effective on the 1st day of January, 2015 at 12:01 a.m., Mountain Time, for a period of 12 months.

IN WITNESS WHEREOF, EMI Health has caused this policy to be executed this 1st day of January, 2015 at its office in Murray, Utah.

**EMI HEALTH ADVANTAGE PLUS DENTAL PLAN MONTHLY PREMIUMS**

Employee Only:	<u>\$22.40</u>
Employee Plus Spouse:	<u>\$47.50</u>
Employee Plus Child(ren):	<u>\$51.00</u>
Family:	<u>\$81.40</u>

SOUTH OGDEN CITY

EMI HEALTH



\_\_\_\_\_  
President

January 23, 2015  
Date



\_\_\_\_\_  
Corporate Secretary

January 23, 2015  
Date

**EMI HEALTH ADVANTAGE PLUS DENTAL EXPENSES INSURANCE POLICY**

EHPLDADVPLUSPOLC

[Click here to sign](#)

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South Ogden City  
3900 South Adams Avenue  
South Ogden, UT 84403  
(801) 622-2700

852 EAST ARROWHEAD LANE  
MURRAY, UT 84107  
CORPORATE (801)262-7475  
TOLL FREE (800)662-5851  
EMIHealth.com

**Group:** **South Ogden City - (#2617)**  
**Plan:** **Advantage Plus PPO**  
**Underwritten & Administered by:** **Educators Health Plans Life, Accident & Health**  
**Plan Type:** **Contributory / Fully Insured**  
**Effective Date:** **1/1/2015**  
**Benefit Year:** **Calendar**

	In-Network	Out-of-Network
<b>Type 1 - Preventive</b> Oral Exams, Cleanings, X-rays, Fluoride	100%	100%
<b>Type 2 - Basic</b> Fillings, Oral Surgery	80%	80%
<b>Type 3 - Major</b> Crowns, Bridges, Prosthodontics	50%	50%
<b>Type 4 - Orthodontics</b> Dependent children up to age (19)	50%	50%
Adults	No Coverage	No Coverage
Orthodontic Discount (All Members)*	25% Discount	No Discount
Endodontics	Type 2 - Basic	Type 2 - Basic
Periodontics	Type 2 - Basic	Type 2 - Basic
Sealants	Type 2 - Basic	Type 2 - Basic
Space Maintainers	Type 2 - Basic	Type 2 - Basic
Specialists	Member pays same as General Dentists	Member pays same as General Dentists
Waiting periods		
Type 2 - Basic		None
Type 3 - Major		None
Type 4 - Orthodontics		None
Deductible	In and Out of Network Deductibles are Combined	
Per Person	\$50.00	\$50.00
Family Max	\$150.00	\$150.00
Deductible Applies To	Type 2 & Type 3	Type 2 & Type 3
Annual Maximum Per Person		\$1,500.00
Orthodontic Lifetime Maximum		\$1,000.00
Network / Reimbursement Schedule	Advantage Plus	Advantage Plus
<b>Provisions / Limitations / Exclusions</b>		
Exams (including Periodontal), Cleanings and Fluoride		2 per year
Fluoride		Up to age 16
Sealants		Up to age 16
Space Maintainers		Up to age 16
Bitewing X-Rays		Up to 4, twice per year
Periapical X-Rays		6 per year
Panoramic X-Ray		1 every 3 years
Impacted Teeth		Covered in Type 2 - Basic
Anesthesia - (Age 8 and over for the extraction of impacted teeth only)		Covered in Type 3 - Major
Anesthesia - (For children age 7 and under, once per year)		Covered in Type 3 - Major
Implants		Not Covered
Crowns, Pontics, Abutments, Onlays and Dentures		1 every 5 years per tooth
Fillings on the same surface		1 every 18 months
Benefits illustrated are in summary only. Refer to your Dental Handbook for a complete description of benefits, limitations and exclusions. All Services are subject to EMI Health Table of Allowances. When using a Non-participating Provider, the insured is responsible for all fees in excess of the Table of Allowances.		

\* The discount shown is for participating orthodontists in Utah. Discounts may vary outside of Utah.

#10271

---

## EMI HEALTH ADVANTAGE PLUS DENTAL PLAN

---

This section provides a general summary of benefits available under the Plan. For details as to specific coverage, see the "Summary of Benefits" chart.

### Diagnostic/Preventive Benefits

- Oral examinations two times per Calendar Year.
- X-rays are covered as follows:
  - Full mouth – once every three years
  - Supplementary bitewings – up to four procedures, twice per Calendar Year
  - Supplementary periapical – six procedures per Calendar Year
- Cleaning and scaling teeth (prophylaxis) two times per Calendar Year.
- Application of fluoride in conjunction with cleaning two times per Calendar Year, limited to Dependent children up to the 16<sup>th</sup> birthday.

### Space Maintainers

- Space maintainers used to maintain the present position of a tooth following an extraction for Dependent children up to the 16<sup>th</sup> birthday.

### Sealants

- Sealants for Dependent children up to the 16<sup>th</sup> birthday.

### Basic Services

- Restoration of decayed teeth with amalgam, synthetics, or plastic, up to one restoration per surface. Repairs to restorations are allowed only once every 18 months, regardless of the reason. Tooth preparation, temporary restorations, cement bases, impressions, and local anesthesia are all considered part of the restoration and are covered only when included in the charge for the entire process.

### Major Services

- Gold onlays and crowns are covered if teeth cannot be restored with amalgam, synthetic, porcelain, or plastic. Benefits are payable once every five years for the same tooth.

### Endodontic Services

- Endodontic treatment, including root canal therapy. One pulp cap per tooth is allowed. Bases are not covered.

### Periodontic Services

- Periodontic services are limited to one perio maintenance (two per Calendar Year in lieu of preventive cleaning); root scaling and planing (once per quadrant of mouth in any 24 month period); gingivectomy, gingival curettage; osseous surgery including flap entry and closure; pedicle or free soft tissue grafts; full mouth debridement (one every five years).

### Prosthetic Services

- Initial installation of a removable or fixed partial or complete denture once every five years. Fixed bridges for patients under age 16 are covered up to the amount allowed for a removable partial denture.

- 
- One laboratory reline is covered following the initial installation of a denture and once every three years thereafter. Office relines are not a covered benefit.
  - Replacement of missing teeth with complete or partial dentures or fixed bridges is covered.
  - Replacement of a denture that is no longer serviceable is covered once every five years.

#### **Oral Surgery Services**

- Extractions and other oral surgery involving procedures for simple and complicated extractions of impacted or erupted teeth, including frenectomy, alveolectomy, removal of palatal and mandibular tori, and crown exposure. Post-operative care and removal of sutures are considered part of the surgical procedure and are covered only when included in the charge for the entire surgical procedure.

#### **Anesthesia Services**

- General anesthesia, including intravenous sedation, is limited to age seven and under, once per Calendar Year. General anesthesia for the extraction of impacted teeth for individuals age eight and over is covered to the Table of Allowances, based on necessity, not for anxiety management.

#### **Orthodontic Services**

Orthodontic services are covered for functionally related problems, not for Cosmetic purposes, for eligible unmarried Dependent children up to the 19<sup>th</sup> birthday.

- Initial diagnostic records (study models, facial photographs, etc.) are covered only if eligible orthodontic treatment is rendered.
- Orthodontic treatment, including diagnostic procedures, X-rays, and appliance therapy.
- Amounts paid under a previous dental care plan for a case in progress, which is defined as the placement of bands, will be deducted from the maximum amount payable for orthodontic benefits under this Plan.

#### **Predetermination of Benefits**

Before starting a dental treatment for which the charge is expected to be \$300 or more, a predetermination of benefits is recommended. The Dentist must itemize all recommended services and costs and attach all supporting documents, including x-rays. The Plan will notify the Dentist of the benefits payable under the Plan. The Insured and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

#### **Alternate Treatment**

Many dental conditions can be treated in more than one way. This Plan has an alternate treatment clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient receives a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

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## ADVANTAGE PLUS DENTAL PLAN EXCLUSIONS

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Notwithstanding anything else in the Plan to the contrary, the items listed below are not covered by the Plan.

EMI Health Advantage Plus Dental Plan does not pay for any of the following:

1. Services received by an Insured before coverage under the Plan became effective or after coverage under the Plan has terminated.
2. Expenses for preparing dental reports, itemized bills, or claim forms.
3. Illness or injury caused by the negligent or wrongful act of another, or for which the Insured is covered by any workers' compensation or similar law, except that EMI Health may advance benefits to or on behalf of the Insured in such situations, subject to EMI Health's right of Subrogation and reimbursement set forth herein.
4. Illness or injury that an Insured incurred either (1) while in the service of an employer that was obligated by law to provide workers' compensation insurance that would have covered such illness or injury, or, (2) while in the service of an employer that had elected to exclude workers' compensation coverage for such Insured, except that EMI Health may elect to advance benefits to or on behalf of the Insured in either situation, subject to EMI Health's rights of Subrogation and reimbursement set forth herein.
5. Illness or injury for which the Insured is covered by other responsible insurance including, but not limited to, coverage under a government sponsored health plan, underinsured motorist coverage, or uninsured motorist coverage, except as otherwise provided herein, or as otherwise provided by law.
6. Charges for services related to birth defects or cosmetic surgery or dentistry for solely Cosmetic reasons including, but not limited to, bonding and veneers.
7. Any procedure started prior to the date the patient became covered for such services under this policy. This Exclusion does not apply to orthodontic benefits for a case in progress.
8. Medical care, confinement, treatment, services, use of facilities, or supplies for which charges are made by a facility, including freestanding nursing home, rest home, or similar establishment.
9. Plaque control programs, oral hygiene instruction, and dietary instruction.
10. Myofunctional therapy.
11. Lab costs for an oral tissue biopsy.
12. Treatment to correct problems with the way teeth meet or to adjust bite (alter vertical dimensions or restore or equilibrate occlusion) except as covered under orthodontia.

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13. Care, treatment, operations, supplies, appliances, aids, devices, or drugs that are not FDA approved.
  14. Care, supplies, treatment, and/or services for any Injury or illness which is incurred while voluntarily taking part or attempting to take part in an Act of Aggression or an illegal activity, including but not limited to misdemeanors and felonies. It is not necessary that an arrest occur, criminal charges be filed, or if filed, that a conviction result. Proof beyond a reasonable doubt is not required to be deemed an illegal act. This Exclusion does not apply (a) if the Injury resulted from being the victim of an act of domestic violence, or (b) resulted from a medical condition (including both physical and mental health conditions).
  15. Care, treatment, operations, or supplies that are illegal, Experimental, Investigative, or for research purposes by the United States medical profession that are not recognized or proven to be effective for treatment of illness or injury in accordance with generally accepted dental/medical practices.
  16. Expenses in connection with transportation or mileage reimbursement.
  17. Expenses including, but not limited to, air fare, meals, accommodations, and car rental.
  18. Medications labeled "Caution, Limited by Federal Law to Investigational Use" or experimental drugs.
  19. Services that are not Medically Necessary or Cosmetic Treatment including veneers, special techniques, precious metals used for removable appliances other than orthodontics, precision attachments for partial dentures or bridges, and personal characterization.
  20. Any procedure or appliance to correct or treat temporomandibular joint dysfunction (TMJ).
  21. Dental implants, transplants, reimplantations, and associated appliances or services rendered in conjunction with implants. This Exclusion does not apply to otherwise covered crowns.
  22. Hospital services.
  23. Habit-breaking devices or appliances to correct thumb sucking, tongue thrusting, etc.
  24. Temporary restorations, appliances, or procedures of any nature, except that temporary restorations are covered when included in the charge for the restoration process.
  25. Replacement of lost, stolen, or damaged dentures, except once every five years.
  26. Procedures, appliances, or restorations, other than those for replacement of structure loss from caries, that are necessary to alter, restore, or maintain occlusion by any of the following: realignment of teeth, periodontal splinting, gnathological recordings,

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- equilibration, treatment of disturbances of the temporomandibular joint (TMJ), orthognathic procedures.
27. Hypnosis and related analgesia.
  28. Restorative dental services in connection with an overdenture.
  29. Expenses for services required due to complications associated with, or due to, non-covered services, and where applicable, reversal of non-covered services.
  30. Services rendered by anyone other than a licensed Dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.
  31. Services for injury resulting from war or any act of war, whether declared or undeclared.
  32. Care, treatment, or services the Insured is not, in the absence of this policy, legally obligated to pay, except as otherwise provided by law.
  33. Care, treatment, or services rendered by any Provider who ordinarily resides in the same household (e.g. Spouse, parent).
  34. Benefits for services or treatments covered under any medical plan.
  35. Expenses for appointments scheduled but not kept, telephone consultations, or services delivered remotely via email or other telecommunication technologies.
  36. Expenses for shipping, handling, postage, sales tax, interest, or finance charges.
  37. Charges for completion or submission of insurance forms.
  38. Prescription drugs and over-the-counter medication.
  39. Charges for care, treatment, or surgical procedures that are unnecessary or in excess of the Summary of Benefits or the Table of Allowance.
  40. The application of a dental sealant on any tooth that has been previously treated with a temporary or permanent restoration.
  41. The application of dental sealants on all Anterior teeth whether Deciduous or permanent teeth.
  42. Chemotherapeutic injections.
  43. All other services not specified as covered benefits or not specifically included in the contract with the Employer.

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## ELIGIBILITY AND PARTICIPATION

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### Plan Administration

The EMI Health Advantage Plus Dental Plan is administered and underwritten by Educators Health Plans Life, Accident, and Health, Inc.

### Eligibility

An Employee and his Dependents are eligible for participation and coverage under this Plan if the Employee is a Full-time Employee of the Employer. Dependents of the Employee eligible for coverage include Dependent children from birth to the 26<sup>th</sup> birthday and the Employee's Spouse. Children may include stepchildren, children placed for adoption, legally adopted children, and children for whom the Employee has legal guardianship. Coverage for an adopted child of a Subscriber is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth. Coverage ends if the child is removed from placement prior to being legally adopted.

A Dependent child's coverage may be extended beyond the 26<sup>th</sup> birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is chiefly dependent on the Subscriber for support and maintenance. The Subscriber must furnish written proof of disability and dependency to EMI Health within 31 days after the child reaches 26 years of age. In addition, upon application, the Plan will provide coverage for all disabled Dependents who have been continuously covered, with no break of more than 63 days, under any accident and health insurance since the age of 26. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. (Please refer to Dependent in the "Definition of Terms" section for more information.)

### Changes in Insured Information

Subscribers should notify EMI Health within 31 days whenever there is a change in an Insured's situation that may affect the Insured's enrollment eligibility or status.

### Enrollment

To enroll, the Employee must complete an enrollment application and file it with his Employer within 31 days of his employment date, or during a subsequent Open Enrollment period. A Subscriber is not entitled to change his coverage elections during the plan year, except as provided in the *Special Enrollment* section.

### When Coverage Begins

If the Employee enrolls within 31 days of his employment, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such 31-day period) becomes effective the first day of the month coinciding with or following the date of hire.

If the Employee enrolls during an Open Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Open Enrollment period) becomes effective the first day of the following plan year.

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If the Employee enrolls during a Special Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Special Enrollment period) becomes effective as provided in the *Special Enrollment* section.

### Special Enrollment

#### Special Enrollment Period When Other Coverage Terminates

If an Employee declined participation for himself and/or his eligible Dependents and, when enrollment was previously declined, the Employee and/or his eligible Dependents were covered under another group plan or had other insurance coverage, the Employee will have a Special Enrollment period if when the Employee declined enrollment for himself and/or his eligible Dependents, the Employee and/or his eligible Dependents

1. Had COBRA continuation coverage under another plan and such continuation coverage has since been exhausted, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Policyholder, in the manner prescribed by the Policyholder within 31 days of such cessation; or
2. Had coverage through Medicaid or the Children's Health Insurance Program (CHIP) that has been terminated as a result of loss of eligibility of coverage, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Policyholder, in the manner prescribed by the Policyholder within 60 days of such cessation; or
3. If the other coverage was not under COBRA, Medicaid, or CHIP, either the other coverage has been terminated as a result of loss of eligibility of coverage or employer contributions towards such coverage have been terminated, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Policyholder, in the manner prescribed by the Policyholder within 31 days of such cessation. (Note: Loss of eligibility of coverage includes a loss due to legal separation, divorce, death, termination of employment, reduction in hours worked, and any loss of eligibility after a period that is measured by reference to any of the foregoing. Loss of eligibility does not include a loss due to failure to pay premiums on a timely basis or termination of coverage for cause, such as making a fraudulent claim or intentional misrepresentation of a material fact.)

If the Employee meets the above conditions, coverage under the Plan will be effective as of the date such previous coverage ceased.

#### Special Enrollment Period for Approval to Receive Premium Assistance

The Employee and his eligible Dependent may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee is approved to receive a Premium Assistance. To enroll during this Special Enrollment period, the Employee must enroll in the Plan within 60 days from the date on which He receives written notification that He is eligible to receive Premium Assistance. Coverage will be effective the first day of the month immediately following enrollment. This provision does not modify any requirement related to premiums or Preexisting Condition Waiting Periods that apply under the Plan to a similarly situated eligible Employee or Dependent.

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#### Special Enrollment Period for Acquisition of Dependent

The Employee and/or his new eligible Dependent may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee acquires such new eligible Dependent due to marriage, birth, adoption, or placement for adoption. In addition, the Employee may also enroll his Dependent Spouse if the Employee acquires a new Dependent due to marriage, birth, adoption, or placement for adoption. To enroll during this Special Enrollment period, the Employee must enroll within 31 days of the event (e.g., marriage, birth, adoption, or placement for adoption). Coverage will be effective as follows:

1. In the case of marriage, the marriage date; or
2. In the case of an eligible Dependent's birth, the date of such birth, or
3. In the case of adoption, or placement for adoption, the coverage for an adopted child of a Subscriber is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth.

#### Termination of Coverage

Unless eligible for continuation coverage under COBRA, an Insured's participation under the Plan ceases on the earliest of the following:

- For the Subscriber and covered Dependents, the last day of the calendar month coinciding with, or following the Subscriber's termination of employment or when the Subscriber's employment position or status changes such that He is no longer a Full-time Employee, unless specific provisions in the Employer's policy manual apply;
- For the Subscriber and covered Dependents, the last day of the month for which coverage has been paid, in the event any required Subscriber contributions are not made (subject to the 31-day Grace Period);
- For covered Dependents, other than the Subscriber's Spouse, the individual ceases to be an eligible Dependent on the last day of the calendar month coinciding with the Dependent's 26<sup>th</sup> birthday;
- For covered Spouse, the last day of the calendar month coinciding with the date the divorce from the Subscriber is final;
- For the Subscriber and covered Dependents, the date specified in any Plan amendment resulting in loss of eligibility;
- For the Subscriber and covered Dependents, the date this Plan is terminated; and
- For any Insured, the discovery of fraud or intentional material misrepresentation of material fact on the part of the Insured in either the enrollment process or in the use of services or facilities. (Note: If an Insured's coverage is terminated under this provision based on fraud, the termination of coverage will relate back to the effective date of coverage and EMI Health may recover any overpayments from the Insured such that EMI Health and the Insured are returned to the same financial position as if no coverage had ever been in force.

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If the Insured's coverage is terminated under this provision based on intentional material misrepresentation of material fact, the termination of coverage will relate back to the date the misrepresentation occurred and EMI Health may recover any overpayments from the Insured. Termination of a Subscriber's coverage for cause will also result in the termination of coverage of the Subscriber's covered Dependents.)

A Subscriber is not entitled to voluntarily terminate coverage for himself or his covered Dependents during the plan year, unless he experiences a Special Enrollment qualifying event (e.g. marriage, divorce, birth, death, adoption, placement for adoption, or loss of other insurance coverage). If the Subscriber experiences a Special Enrollment qualifying event, he may elect to terminate coverage for himself and/or his Dependents by making an election with the Policyholder, in the manner prescribed by the Policyholder, within 31 days of such event.

#### **Family Medical Leave Act (FMLA)**

A Subscriber who goes on a leave under the Family Medical Leave Act (FMLA) has the following rights during such leave:

- A Subscriber may continue his coverage and the coverage of his covered Dependents during an FMLA leave provided the Subscriber continues to pay any required Employee portion of the cost of coverage in accordance with the Employer's FMLA leave policy. The Employer shall continue to make the same contributions toward that coverage that it would have made had the Subscriber not taken FMLA leave.
- If premiums are not paid, the Subscriber's and covered Dependents' coverage will be terminated 31 days after the due date of any required payment. Upon the Subscriber's return to work, the Subscriber's coverage and the coverage of any previously covered Dependents will be reinstated as long as the Subscriber returns to work before or following the expiration of the FMLA leave. If the Subscriber does not return to work before or following the expiration of the FMLA leave, the Subscriber will be treated as a new Employee upon his return and will be entitled to elect coverage for himself and his eligible Dependents in accordance with the rules applicable to new Employees.

#### **Military Leave**

Pursuant to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), a Subscriber who is on military duty with a uniformed service has certain rights. If the period of duty is less than 31 days, coverage will be maintained if the Subscriber pays any required Subscriber contribution. If the period of duty is for more than 31 days, EMI Health must permit the Subscriber to continue coverage under rules similar to COBRA. The maximum coverage period is the lesser of 24 months or the period of duty. A Subscriber receiving coverage under USERRA shall be required to pay 102 percent of the applicable premium. No waiting period can be imposed on a returning Subscriber and his Dependents if the period would have been satisfied had the Subscriber's coverage not terminated due to the duty leave.

#### **Qualified Medical Child Support Orders**

Upon receipt of a National Medical Support Notice requiring the Subscriber to provide coverage for a Dependent child, EMI Health will comply with all applicable requirements of the Notice and applicable law.

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## CONTINUATION OF COVERAGE

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### COBRA Continuation of Coverage Requirements

Under the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), an Insured who could otherwise lose coverage as a result of a "qualifying event" is entitled to elect to purchase medical continuation under the Plan. The coverage will be identical to the coverage provided to Insureds to whom a qualifying event has not occurred.

- **Qualifying Event.** A "qualifying event" is any of the following:
  - For an Employee, termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the Employee ineligible for coverage;
  - For a Spouse and eligible Dependents, death of the Employee;
  - For a Spouse, divorce or legal separation;
  - For a Spouse and eligible Dependents, loss of coverage due to the Employee becoming eligible for Medicare;
  - For a Dependent child, ceasing to qualify as a Dependent under the Plan;
  - For retirees and their Dependents, employer bankruptcy under Chapter 11.

See COBRA Administrator for further details.

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## COORDINATION OF BENEFITS WITH OTHER GROUP PLANS

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### Coordination with Other Group Plans

When an Insured is covered by this Plan and another COB Plan, one plan is designated as the Primary Plan. The Primary Plan pays first and ignores benefits payable under the other plan. The Secondary Plan reduces its benefits by those payable under the Primary Plan.

Any COB Plan that does not contain a Coordination of benefits provision that is consistent with Utah Rule R590-131 (Non-conforming Plan) will be considered primary, unless the provisions of both plans state that the Conforming Plan is primary.

If a person is covered by two or more COB Plans that have Coordination of Benefits provision, each plan determines its order of benefits using Utah Rule R590-131.

A COB Plan that does not include a Coordination of Benefits provision may not take the benefits of another COB Plan into account when it determines its benefits.

When this Plan is secondary, EMI Health will calculate the benefits the Plan would have paid on the claim in the absence of other health care coverage and apply that amount to any Allowable Expense under the Plan that is unpaid by the Primary Plan. Payment will be reduced so that when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all COB Plans for the claim do not exceed 100 percent of the Allowable Expense for that claim. The Plan will credit to the Deductible any amounts that would have been credited to the Deductible in the absence of other health care coverage.

This COB Plan will coordinate its benefits with a COB Plan that states it is "excess" or "always secondary" or that uses order of benefit determination rules that are inconsistent with those contained in this rule on the following basis:

- If this Plan is the Primary Plan, EMI Health will pay or provide its benefits on a primary basis.
- If this Plan is the Secondary Plan, EMI Health will pay or provide its benefits first, but the amount of the benefits payable will be determined as if it were the Secondary Plan. Such payment shall be the limit of EMI Health's liability, and if the other plan does not provide the information needed by EMI Health to determine its benefits within a reasonable time after it is requested to do so, EMI Health will assume that the benefits of the other plan are identical to this Plan, and will pay its benefits accordingly. However, if within three years of payment, EMI Health receives information as to the actual benefits of the Non-conforming Plan, the Plan will adjust any payments accordingly.
- If the Non-conforming Plan reduces its benefits so that the Insured receives less in benefits than He would have received had EMI Health paid or provided its benefits as the secondary COB Plan and the Non-conforming Plan paid or provided its benefits as the primary COB Plan, then EMI Health shall advance to or on behalf of the Insured an amount equal to such difference.
  - In no event will EMI Health advance more than it would have paid had it been the primary COB Plan, less any amount it previously paid.

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- In consideration of such advance, EMI Health shall be subrogated to all rights of the Insured against the Non-conforming Plan in the absence of Subrogation.
  - If the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all of the information needed to pay the claim, the plans shall immediately pay the claim in equal shares and determine their relative liabilities following payment, except that no plan shall be required to pay more than it would have paid had it been the Primary Plan.

Whenever payments that should have been made under this policy have been made under any other COB Plan, EMI Health may, at its own discretion, pay any amounts to the organization that has made excess payments to satisfy the intent of this provision. Amounts paid will be regarded as benefit payment, and EMI Health will be fully discharged from liability under this Plan to the extent of the payment.

If any payment under this Plan exceeds the maximum amount necessary to satisfy this provision, EMI Health may recover the excess amount from any person or entity to, or for whom, such payments were made. The time limits for recovery listed below do not apply if the reversal is due to fraudulent acts, or statements, or intentional misrepresentation of a material fact by the Insured.

- The Insured, limited to a time period of 18 months from the date a payment is made.
- The Provider, whether Participating or Non-participating
  - Limited to a time period of 36 months from the date a payment is made for a COB claim involving Medicare, Medicaid, or CHIP.
  - Limited to a time period of 24 months from the date a payment is made for any other COB claim.
- Any other insurance companies.
- Any other organization.

If attempts to recover such overpayments are exhausted, the Insured may be responsible for reimbursement to EMI Health, subject to the time limits referenced above. In order to avoid overpayments, it is important for the Insured to take responsibility in reporting to EMI Health any changes in the status of other insurance coverage.

Failure to report additional insurance coverage may result in a delay of claims payment.

For prompt reimbursement after the payment from the primary insurance carrier, a copy of the itemized billing and a copy of the explanation of benefits provided by the primary insurance carrier must be included.

The amount of medical benefits paid by group, group-type, and individual automobile "no-fault" medical payment contracts are not payable under this policy. However, when all available no-fault auto medical insurance benefits have been paid, this policy will pay according to its normal schedule of benefits. If the Insured does not have proper no-fault insurance and is involved in an

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Accident, no benefits will be paid by EMI Health until the minimum no-fault auto medical benefits have been paid by the Insured, his Dependent, or a third party.

Certain facts may be needed in order to apply COB rules. These facts may be obtained from, or provided to, any other organization or person, subject to applicable privacy law. Each person claiming benefits under this Plan will be required to give EMI Health any facts needed to pay a claim.

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## CLAIMS PROCEDURE

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Except as otherwise provided in this policy or by Utah law, no benefits provided under this policy shall be paid to, or on behalf of, an Insured unless the Insured, or his authorized representative, has first submitted a written claim for benefits to EMI Health. Claims may be submitted at any time within 12 months of the date the expenses are incurred. If, however, the Insured shows that it was not reasonably possible to submit the claim within that time period, then a claim may be submitted as soon as reasonably possible.

### How to File a Claim

Submit properly completed and coded Provider bills to the following address:

EMI HEALTH  
852 East Arrowhead Lane  
Murray, Utah 84107-5298

If the claim form is not properly completed, it cannot be processed, and it will be returned.

### Requests for Additional Information

There are times when claims submitted in the Insured's behalf may not contain sufficient information for EMI Health to process them correctly. In those situations, EMI Health will request additional information from the Insured or the Provider. EMI Health is likely to request information directly from the Insured for the following reasons:

- To obtain details of an Accident.
- To expedite coordination of benefits.
- To conduct an audit.

Insureds can expedite the processing of their claims by providing the requested information as quickly as possible, and in as much detail as possible.

### Claims Audits

In addition to the Plan's dental record review process, EMI Health may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete claim. While every claim may not be subject to a bill review or audit, EMI Health has the sole discretionary authority for selection of claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges that are not Usual and Customary and/or Medically Necessary and reasonable, if any, and may include a patient medical billing records review and/or audit of the patient's medical charts and records.

Upon completion of an analysis, a report will be submitted to EMI Health or its agent to identify the charges deemed in excess of the Usual and Customary and reasonable amounts or other applicable provisions, as outlined in this Plan Document.

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Despite the existence of any agreement to the contrary, EMI Health has the discretionary authority to reduce any charge to the lesser of a Usual and Customary and reasonable charge or the Table of Allowance, in accord with the terms of this Plan Document.

**Non U.S. Providers**

Dental expenses for care, supplies, or services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a "Non U.S. Provider") are payable under the Plan, subject to all Plan exclusions, limitations, maximums and other provisions, under the following conditions:

- Benefits may not be assigned to a Non U.S. Provider;
- The Participant is responsible for making all payments to Non U.S. Providers, and submitting receipts to the Plan for reimbursement;
- Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
- The Non U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
- Claims for benefits must be submitted to the Plan in English and include a complete description of the services rendered.

**Exhaustion of Administrative Remedies**

No action at law or in equity may be brought against EMI Health or the plan administrator, and no arbitration request may be made, until the Insured has exhausted the claims review process, as provided in this policy.

**Appointment of Authorized Representative**

The Insured may appoint an authorized representative to act on his behalf in pursuing a benefit claim or appealing an adverse benefit determination. The Insured shall appoint the authorized representative by signing an "Appointment of Authorized Representative" form available from EMI Health, with the authorized representative accepting such appointment by signing the "Appointment of Authorized Representative" form. The Insured desiring to appoint an authorized representative shall submit the fully executed form to the Plan administrator.

**Claims Review Process**

If EMI Health denies payment of a claim which an Insured believes is properly compensable under the applicable terms of the Plan, the Insured shall within the time limits provided in subparagraphs one through five below after receipt of notice of denial of payment or coverage take the matter up with EMI Health's claims review committee, which shall be composed of at least three employees of EMI Health who did not participate and are not supervised by any person who participated in the initial decision. If agreement is not reached on the claim, the Insured shall within the time limits provided in subparagraphs one through five below after the decision of the claims review committee have the right to request a second level appeal regarding the disputed claim and an in-person hearing by EMI Health board of directors, which shall include at least one consumer representative. This request must be in writing and must be received by EMI Health within the time limits provided in subparagraphs one through five below

after receipt of notice indicating the decision of the claims review committee. The EMI Health board of directors notice of decision will inform the Insured of its decision and, if adverse to the Insured, the basis of its decision in writing. If the Insured disagrees with the decision of the EMI Health board of directors in the second level appeal, the Insured shall have a right to submit the matter to binding arbitration or to pursue any remedies available at law or equity. If the Insured elects binding arbitration, then all relevant information and the positions of all parties shall be submitted to the arbitrator, who shall then review the matter and make a decision which is final and binding on EMI Health and the Insured. In no event shall the arbitrator have the power to extend or expand upon the provisions of the Plan. The procedure for arbitration shall be as provided in the *Arbitration* provision of this Plan.

EMI Health will observe time limits, provide notices, and administer appeals in accordance with subparagraphs one through five below:

1. EMI Health will provide a notice of its initial claim decision within (a) 30 days after receiving the initial claim, or (b) 45 days after receiving the claim if EMI Health determines that such an extension is necessary due to matters beyond the control of the Plan and if EMI Health provides an extension notice during the initial 30-day period. If the extension is due to the Insured's failure to submit sufficient information necessary to decide a claim, the extension notice shall specify the additional required information and the Insured will have at least 45 days to provide the additional information. The period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent until the date on which the Insured provides the additional required information.
2. If EMI Health denies the claim in whole or in part, the Insured has 180 days after receiving notice of the claim denial to appeal the decision in writing.
3. The claims review committee will provide notice of its decision on appeal within 30 days after receiving the request for appeal.
4. If the claims review committee denies the claim in whole or in part, on appeal, the Insured has 180 days after receiving notice of the denial to request a second level appeal in writing.
5. The board of directors will provide notice of its decision on the second level of appeal within 30 days after receiving the notice of appeal to the board.

#### **Independent Review**

If after exhaustion of the claims review process provided in this Plan, the Covered Person still disputes a determination of Medical Necessity, appropriateness, healthcare setting, level of care, or effectiveness of the healthcare service or treatment, the Covered Person shall have the voluntary option to submit the adverse benefit determination for an independent review. Requests for review must be submitted to the Utah Insurance Commissioner within 180 days after the receipt of a notice of an adverse benefit determination. An authorization to obtain medical records will be required for the purpose of reaching a decision. The Covered Person may obtain additional information about an independent review, as well as Independent Review Request Forms, from the Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, Utah 84114, by phone at 801-538-3077, or electronically at [healthappeals.uid@utah.gov](mailto:healthappeals.uid@utah.gov).

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The independent review decision is binding on EMI Health and the Covered Person, except to the extent that other remedies are available under federal or state law.

***Standard Independent Review***

1. Upon receipt of a request for an independent review, the Commissioner will send a copy of the request to EMI Health for an eligibility review.
2. Within five business days following receipt of the request, EMI Health will determine eligibility, and within one day of completing the eligibility review will notify the Commissioner and the Covered Person in writing whether the request is complete and if it is eligible for independent review.
3. If the request is not complete, EMI Health will inform the Commissioner and the Covered Person in writing what information or materials are needed to make the request complete.
4. If the request is not eligible for independent review, EMI Health will inform the Commissioner and the Covered Person in writing the reasons for ineligibility. The Commissioner may determine that a request is eligible for independent review notwithstanding EMI Health's initial determination. In making the determination, the Commissioner's decision shall be made in accordance with the terms of the Plan.
5. Upon receipt of EMI Health's eligibility determination, the Commissioner shall assign on a random basis an independent review organization based on the nature of the healthcare service that is the subject of the review. Within five business days, EMI Health will provide to the assigned independent review organization the documents and any information considered in making the adverse benefit determination.
6. The Commissioner will notify the Covered Person of the independent review organization, and the Covered Person may submit additional information to the independent review organization within five business days. The independent review organization will forward to EMI Health, within one business day of receipt, any information submitted by the Covered Person.
7. Within 45 calendar days after receipt of the request for an independent review, the independent review organization shall provide written notice of its decision to the Covered Person, EMI Health, and the Commissioner.
8. Upon receipt of a notice reversing the adverse benefit determination, EMI Health shall within one business day approve the coverage that was the subject of the adverse benefit determination.

***Expedited Independent Review***

1. An expedited independent review shall be available if the adverse benefit determination meets any of the following conditions:
  - involves a medical condition which would seriously jeopardize the life or health of the Covered Person or would jeopardize the Covered Person's ability to regain maximum function;
  - in the opinion of a physician with knowledge of the Covered Person's medical condition, would subject the Covered Person to severe pain that cannot be adequately managed without the care or treatment that is the subject of the adverse benefit determination; or
  - concerns an admission, availability of care, continued stay or healthcare service for which the insured received emergency services, but has not been discharged from a facility.

2. Upon receipt of a request for an independent review, the Commissioner will immediately send a copy of the request to EMI Health for an eligibility review.
3. Upon receipt of the request, EMI Health will immediately determine eligibility and notify the Commissioner and the Covered Person in writing whether the request is complete and if it is eligible for independent review.
4. If the request is not complete, EMI Health will inform the Commissioner and the Covered Person in writing what information or materials are needed to make the request complete.
5. If the request is not eligible for independent review, EMI Health will inform the Commissioner and the Covered Person in writing the reasons for ineligibility. The Commissioner may determine that a request is eligible for an expedited independent review notwithstanding EMI Health's initial determination. In making the determination, the Commissioner's decision shall be made in accordance with the terms of the Plan.
6. Upon receipt of EMI Health's eligibility determination, the Commissioner shall immediately assign on a random basis an independent review organization. Within one business day, EMI Health will provide to the assigned independent review organization the documents and any information considered in making the adverse benefit determination.
7. The Commissioner will notify the Covered Person of the independent review organization, and the Covered Person may submit additional information to the independent review organization within one business day. The independent review organization will forward to EMI Health, within one business day of receipt, any information submitted by the Covered Person.
8. The independent review organization shall as soon as possible, but no later than 72 hours after receipt of the request for an expedited independent review, make a decision and notify EMI Health, the Covered Person, and the Commissioner of that decision. If notice of the decision is not in writing, the independent review organization shall provide written confirmation of its decision within 48 hours after the date of the notification of the decision.
9. Upon receipt of a notice reversing the adverse benefit determination, the Plan shall within one business day approve the coverage that was the subject of the adverse benefit determination.

*Independent Review of Experimental or Investigational Service or Treatment*

1. A request for an independent review based on experimental or investigational service or treatment shall be submitted with certification of the following from the physician:
  - Standard healthcare service or treatment has not been effective in improving the Covered Person's condition;
  - Standard healthcare or treatment is not medically appropriate for the Covered Person; or
  - There is no available standard healthcare service or treatment covered by EMI Health that is more beneficial than the recommended or requested healthcare service or treatment.
2. Upon receipt of a request for an independent review, the Commissioner will send a copy of the request to EMI Health for an eligibility review.
3. Within five business days (or one business day for an expedited review) following receipt of the request, EMI Health will determine eligibility, and within one day of completing the eligibility review will notify the Commissioner and the Covered

- Person in writing whether the request is complete and if it is eligible for independent review.
4. If the request is not complete, EMI Health will inform the Commissioner and the Covered Person in writing what information or materials are needed to make the request complete.
  5. If the request is not eligible for independent review, EMI Health will inform the Commissioner and the Covered Person in writing the reasons for ineligibility. The Commissioner may determine that a request is eligible for independent review notwithstanding EMI Health's initial determination. In making the determination, the Commissioner's decision shall be made in accordance with the terms of the Plan.
  6. Upon receipt of EMI Health's eligibility determination, the Commissioner shall assign an independent review organization. Within five business days (one business day for an expedited review), EMI Health will provide to the assigned independent review organization the documents and any information considered in making the adverse benefit determination.
  7. The Commissioner will notify the Covered Person of the independent review organization, and the Covered Person may submit additional information to the independent review organization within five business days (one business day for an expedited review). The independent review organization will forward to EMI Health, within one business day of receipt, any information submitted by the Covered Person.
  8. Within one business day after receipt of the request, the independent review organization shall select one or more clinical reviewers to conduct the review. The clinical reviewers shall provide to the independent review organization a written opinion within 20 calendar days (five calendar days for an expedited review).
  9. Within 20 calendar days (48 hours for an expedited review) after receipt of the clinical reviewer's opinion, the independent review organization shall provide notice of its decision to the Covered Person, EMI Health, and the Commissioner.
  10. Upon receipt of a notice reversing the adverse benefit determination, the Plan shall within one business day approve the coverage that was the subject of the adverse benefit determination.

#### **Arbitration**

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

If, after exhaustion of the claims review process provided in this Plan, the Insured still disputes the results of the same, the subject claim, controversy, or dispute may be submitted for resolution through binding arbitration in accordance with the provisions hereof.

The Insured may initiate arbitration proceedings by giving written notice to EMI Health of the election to proceed with binding arbitration within 180 days after the delivery in writing of the final adjudication from the claims review process.

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The procedures and rules governing the requested arbitration proceeding shall be (1) the terms of this Plan governing arbitration and the procedures for the same and (2) the Utah Arbitration Act (Utah Code Ann. 78B-11-101 et seq).

The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the Insured and EMI Health from a panel provided by an independent arbitration association. In the absence of an agreement by the parties as to the selection of an arbitrator, the arbitrator named by each of the parties shall, together, select the arbitrator for the proceeding from the said panel. EMI Health shall bear the costs of arbitration, filing fees, administrative fees, and arbitrator fees. Other expenses of arbitration including, but not limited to, attorney's fees, expenses of discovery witnesses, stenographer, translators, and similar expenses, will be borne by the party incurring those expenses.

The parties agree that the award may not include attorneys' fees incurred, regardless of the fact of whether that party prevails in the arbitration proceeding. In other words, the Insured and EMI Health are each responsible for any attorneys' fees incurred by either of them in connection with the claim, controversy, or dispute, whether before, during, or after the arbitration proceeding, except that a court may award reasonable costs of a motion to confirm, vacate without directing a rehearing, modify, or correct an award, as provided in Utah Code Ann. § 78-31a-126(1) and (2). The decision and award of the arbitration shall be final and binding upon the parties.

#### **Subrogation and Reimbursement**

When EMI Health has advanced payment of benefits to or on behalf of an Insured for any bodily injury actionable at law or for which the Insured may obtain a recovery from a third party, or any other responsible insurance, EMI Health acquires a right of Subrogation against the third party, or other responsible insurance, and a right of reimbursement against the Insured. In such situations, the Insured has the following obligations:

- The Insured must reimburse EMI Health, up to the amount of such benefits advanced or paid by EMI Health, as follows: (a), out of any recovery obtained by the Insured from the third party (or such party's liability insurance) by judgment, settlement, or otherwise, whether or not the Insured is or has been made whole. EMI Health is entitled to the first dollar of any recovery by the Insured and each dollar thereafter up to the amount of benefits advanced or paid by EMI Health for the injuries to the Insured that were caused by the third party; and (b) out of any recovery obtained by the Insured from his or her underinsured, or uninsured motorist coverage provided the Insured has been made whole.
- The Insured cannot limit or avoid such reimbursement obligation to EMI Health by any agreement with the third party or any assignment or designation of such proceeds.
- The Insured must not release or discharge any claims that the Insured may have against any potentially responsible parties, or insurance without written permission from EMI Health.
- The Insured must fully cooperate with EMI Health (including, but not limited to, executing all required instruments and papers), if EMI Health chooses to pursue its own right of Subrogation against the third party; EMI Health's right of Subrogation is limited to the amount of benefits advanced or paid by EMI Health to or on behalf of the Insured as a result of the fault of the third party, and EMI Health's right to recover such benefits from the third party does not depend upon whether the Insured is made whole by any recovery. EMI

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Health may also pursue its right of Subrogation against any other responsible insurance of the Insured provided the Insured has been made whole.

In the event the Insured fails to reimburse EMI Health for advanced payment of benefits as provided for in this section, then in addition to reimbursement to EMI Health of the advanced payment(s) the Insured shall be responsible for all fees and expenses, including but not limited to, collection costs, court costs, litigation expenses, arbitration expenses, and attorney's fees, incurred by EMI Health for collecting the advanced payment(s).

**Benefit Accumulations**

All Deductibles, benefit limits, etc., except for the Lifetime Maximum Benefit, accumulate on a Calendar Year basis.

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## DEFINITION OF TERMS

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*Accident and Accidental Injury*, for which benefits are provided, means Accidental bodily Injury sustained by the Insured which is the direct result of an Accident, independent of disease or bodily infirmity or any other cause.

*Act of Aggression* means any physical contact initiated by the Insured that a reasonable person would perceive to be a threat of bodily harm.

*Actively at Work or Active Work* means being in attendance at the customary place of employment, performing the duties of employment on a Full-time Basis, and devoting full efforts and energies in the employment.

*Adverse Benefit Determination* means any of the following:

1. A denial in benefits;
2. A reduction in benefits;
3. A termination of benefits; or
4. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure.

*Allowable Expenses*, when used in conjunction with Coordination of Benefits, shall have the same meaning as the term "Allowable Expenses" in Utah Rule R590-131-3.A.

*Anterior* means the teeth and tissues located towards the front of the mouth; maxillary and mandibular incisors and canines.

*Calendar Year* means the 12-month period beginning January 1 and ending December 31.

*CHIP* refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to as such act, provision, or section may be amended from time to time.

*COB Plan*, means a form of coverage with which Coordination of Benefits is allowed. These COB Plans include the following:

- Individual, and group accident and health insurance contracts, and subscriber contracts, except those included in the following paragraph.
- Uninsured arrangements of group or group-type coverage.
- Coverage through closed panel plans.
- Medical care components of long-term care contracts, such as skilled nursing care.
- Group-type contracts.
- Medicare or other governmental benefits, as permitted by law.

The term COB Plan does not include any of the following:

- Hospital indemnity coverage benefits or other fixed indemnity coverage.
- Accident-only coverage.

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- Specified disease or specified Accident policies.
  - Limited benefit health coverage, as defined in Utah Rule R590-126.
  - School accident-type coverages that cover students for accidents only, including athletic injuries, either on a 24-hour basis or on a "to and from school" basis.
  - Benefits provided in long-term care insurance policies for non-medical services.
  - Any state plan under Medicaid.
  - A government plan, which by law, provides benefits that are in excess of those of any private insurance or other non-governmental plan.
  - Medicare supplement policies.

The term COB Plan is construed separately with respect to each policy, contract, or other arrangement for benefits or services. The term COB Plan may also mean a portion of a policy, contract, or other arrangement which is subject to a Coordination of Benefits provision, as separate from the portion which is not subject to such a provision.

*COBRA* means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

*COBRA Administrator* means the entity selected by the Policyholder to administer COBRA benefits. EMI Health is not the COBRA Administrator for this Plan. See Policyholder for COBRA Administrator contact information.

*Coinsurance* means the percentage of eligible charges payable by an Insured directly to a Provider for covered services. Coinsurance percentages are specified on the "Summary of Benefits" chart.

*Conforming Plan* means a COB Plan that is subject to Utah Rule R590-131.

*Contract Year* means the 12-month period following the effective date of this policy and any 12-month period following that date.

*Coordination of Benefits* means a provision establishing an order in which plans pay their Coordination of Benefits claims, and permitting Secondary Plans to reduce their benefits so that the combined benefits of all plans do not exceed total Allowable Expenses.

*Copayment or Copay* means, other than coinsurance, a fixed dollar amount that an Insured is responsible to pay directly to a Provider. Copayment amounts are specified on the "Summary of Benefits" chart.

*Cosmetic Treatment* means any procedure performed to improve appearance or correct a congenital deformity that does not affect function.

*Deciduous* means having the property of falling off or shedding; a name used for the primary teeth.

*Deductible* means the amount paid by an Insured for Eligible Expenses from the Insured's own money before any benefits will be paid under this policy.

*Dentist* means a duly licensed Dentist legally entitled to practice dentistry at the time, and in the place, services are performed.

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*Dependent* means the Subscriber's children (including legally adopted children, and children for whom the Participant has legal guardianship) to their 26<sup>th</sup> birthday. A child is considered a Dependent beyond the 26<sup>th</sup> birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is dependent on the Subscriber for support and maintenance. The Subscriber must furnish proof of disability and dependency to EMI Health within 31 days after the child reaches 26 years of age. In addition, upon application, the Plan will provide coverage for all disabled Dependents who have been continuously covered, with no break of more than 63 days, under any accident and health insurance since the age of 26. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. Dependent also refers to any of the Subscriber's natural children, children placed for adoption, or adopted children for whom a court order or administrative order has dictated that the Subscriber provide coverage. Dependent also refers to the Subscriber's Spouse. Dependent does not include an unborn fetus.

*Eligible Expenses* means those charges incurred by the Insured for illness or injury that meet all of the following conditions:

- Are necessary for care and treatment and are recommended by a Provider while under the Provider's continuous care and regular attendance.
- Do not exceed the EMI Health Summary of Benefits or Table of Allowances for the services performed or materials furnished.
- Are not excluded from coverage by the terms of this policy.
- Are incurred during the time the Insured is covered by this policy.

*EMI Health* means Educators Health Plans, Life, Accident, and Health, Inc.

*Employee* means a Full-time Employee or an elected or appointed officer of the Policyholder. Employees must be legally entitled to work in the United States.

*Employer* means South Ogden City.

*Enrollment Date* means the first day of coverage, or if there is a waiting period before coverage takes effect, the first day of the waiting period.

*Exclusion* means the policy does not provide insurance coverage, for any reason, for one of the following:

- A specific physical condition;
- A specific medical procedure;
- A specific disease or disorder, or
- A specific prescription drug or class of prescription drugs.

*Experimental or Investigative* means medical treatment, services, supplies, medications, drugs, or other methods of therapy or medical practices, which are not accepted as a valid course of treatment by the Utah Medical Association, the U.S. Food and Drug Administration, the American Medical Association, or the Surgeon General.

*FMLA* means the Family and Medical Leave Act of 1993, as amended.

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**Former Employee** means an Employee who has retired or terminated employment and who is eligible for continuation of coverage.

**Full-time Basis or Full-time Employment** means an Active Employee of the Employer; an Employee is considered to be Full-time if he or she normally works at least the number of hours per week designated by the Employer and is on the regular payroll of the Employer for that work.

**Grace Period** means the period that shall be granted for the payment of any policy charge, during which time the policy shall continue in force. In no event shall the Grace Period extend beyond the date the policy terminates.

**He or Him** includes and means she or her.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**Insured** means an eligible person who enrolled with EMI Health through the Employer's group to receive covered services and who is recognized by EMI Health as an Insured. Employees/retirees of the Employer who are eligible to become Insureds can choose to enroll Dependents who satisfy EMI Health's Dependent eligibility requirements. In situations requiring consent, payment, or some other action, references to "Insured" include the parent or guardian of a minor or disabled Insured on behalf of that Insured.

**Leave of Absence** means a leave of absence of an Employee that has been approved by the Employer, as provided for in the Employer's rules, policies, procedures, and practices.

**Lifetime Maximum Benefit** means the maximum amount of benefits paid by EMI Health that will be allowed under this Plan whether accumulated under this policy or any combination of policies administered by EMI Health. Amounts paid under a previous dental care plan, whether administered by EMI Health or any other carrier, for orthodontic benefits will be deducted from the maximum amount payable for orthodontic benefits under this Plan.

**Medically Necessary or Medical Necessity** means health care services or product that a prudent health care professional would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is

- In accordance with generally accepted standards of medical practice in the United States;
- Clinically appropriate in terms of type, frequency, extent, site, and duration;
- Not primarily for the convenience of the patient, physician, or other health care Providers; and
- Covered under the contract.

When a medical question-of-fact exists, Medically Necessary shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and known to be effective. For interventions not yet in widespread use, the effectiveness shall be based on Scientific Evidence. For established interventions, the effectiveness shall be based on Scientific Evidence, professional standards, and expert opinion.

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**Participating Provider** means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, anesthetist, etc., or a facility operating within the scope of its license, who has contracted with the Plan to render covered services and who has otherwise met the criteria and requirements for participation in the Plan.

**Plan** means EMI Health Advantage Plus Dental Plan.

**Policyholder** means South Ogden City.

**Premium Assistance** means assistance under Utah Code Title 26, Chapter 18, Medical Assistance Act, in the payment of premium.

**Primary Plan** means a plan whose benefits for a person's health care coverage must be determined without taking the existence of any other plan into consideration.

**Provider** means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, chiropractor, anesthetist, etc. Provider also means a facility operating within the scope of its license.

**Reliable Evidence** means only published reports and articles in the authoritative medical and scientific literature, the written protocol or protocols used by the treating facility, or the protocol(s) of another facility studying the same drug, device, medical treatment, or procedure.

**Scientific Evidence** means 1) scientific studies published in, or accepted for publication by, medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff, or 2) findings, studies, or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes. Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

**Secondary Medical Condition** means a complication related to an Exclusion from coverage in the Plan.

**Secondary Plan** means any plan that is not a Primary Plan.

**Security Standards** means the final rule implementing HIPAA's Security Standards for the Protection of Electronic PHI, as amended.

**Special Enrollment** means the right of an individual to enroll during the plan year, rather than waiting for the next Open Enrollment period, if He has experienced a qualifying event (including marriage, divorce, birth, adoption, placement for adoption, loss of other insurance coverage, or approval to receive a Premium Assistance) under HIPAA regulations. The Subscriber must complete a new enrollment form and submit it to EMI Health within 31 days of any change in coverage or status.

**Spouse** means the person to whom the Subscriber is lawfully married or the person to whom the Subscriber is lawfully recognized as a common law Spouse.

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*Subrogation* means the right that EMI Health has by virtue of this contract, and also by virtue of common law, to recover from a third party, or other responsible insurance, monies that EMI Health has advanced or paid to or on behalf of an Insured, where such monies were paid as a result of an injury to the Insured that was the fault of the third party.

*Subscriber* means the individual employed by the Policyholder and enrolled with the Plan to receive covered services, through whom Dependents may also be enrolled with the Plan. Subscribers are also Insureds. The term Subscriber may include eligible early retirees.

*Summary of Benefits* means the outline of benefits as established by this policy.

*Table of Allowances* means the schedule for payment of Eligible Expenses established by EMI Health.

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## POLICYHOLDER INFORMATION

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This Plan, the application of the Policyholder, and the individual applications of the Employees constitute the entire contract.

This Plan contains all agreements and understandings of the parties. Although this Plan supersedes and replaces all previous agreements between the parties, any obligation to pay claims under previous agreements and any sums due between the parties under previous agreements shall continue under this Plan.

If a clerical error or other mistake occurs, that error shall not deprive the Insured of coverage under this Plan. A clerical error also does not create a right to benefits.

Any provision of this Plan that, on the effective date, conflicts with any applicable state statutes is amended to conform to the minimum requirements of such statutes.

This Plan, when issued and countersigned, will be delivered to the Policyholder and will be kept on file at the Policyholder's principal office. This Plan may be inspected by any Employee during the Policyholder's regular business hours.

EMI Health will furnish booklets to the Policyholder to be delivered to each insured Employee. The booklets will describe the essential features of the insurance coverage. Only one booklet will be issued for each family unit, even if Dependents are included in the coverage.

### Amendments

This Plan may be amended at any time, without the consent of the Insureds or their beneficiaries. However, no change in this Plan is valid until it is approved by EMI Health, and the amendment is endorsed and signed by the Policyholder and EMI Health.

EMI Health may not make changes in this Plan unless mutually agreed upon by EMI Health and the Policyholder and not until at least 60 days after written notice of the proposed change is delivered or sent by first class mail to the Policyholder.

The Table of Allowances may be updated as deemed necessary by EMI Health. After the effective date of a change in the Table of Allowances, all benefits will be paid according to the new Table of Allowances.

Benefit changes to this Plan will apply to all Insureds on the date amended benefits become effective.

In the absence of fraud, all statements made by the Policyholder or by an Insured are representations and not warranties, and no statement made for the purpose of effecting insurance will void this Plan or reduce benefits unless contained in writing and signed by the Policyholder or the Insured. The Insured, his beneficiary, or assignee has the right to make written request to EMI Health for a copy of the application.

After two years from the date of application by the Insured, no misstatements will be used to void this Plan or to deny a claim for loss incurred, as defined in this Plan.

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**Payment of Premiums**

The Policyholder is liable for all premiums due during any period of time it participates in this Plan.

All premiums due under this Plan, including any adjustments, are payable to EMI Health at 852 East Arrowhead Lane, Murray, Utah 84107-5298, by the Policyholder on the first day of the month of coverage. The payment of any premium will not maintain the benefits of this Plan beyond the day immediately preceding the next due date, except as otherwise provided in this contract.

A 30-day Grace Period will be granted for payment of premiums accrued after the first premium has been paid. During the Grace Period, this Plan will remain in force, but the Policyholder will be liable to EMI Health for premiums accrued during that period. A \$20.00 fee will be assessed for any premium payments returned by the Policyholder's financial institution for insufficient funds.

Premium adjustments (whether the result of error, administrative delay, or any other cause) requiring the return of unearned premiums to the Policyholder should be requested within 60 days after the premium was paid. EMI Health may request evidence that an adjustment is necessary. Any amount unknowingly collected in error shall be returned immediately upon learning of the mistake.

**Policyholder Responsibility**

The Policyholder will provide EMI Health with the names of the Employees initially eligible, the Employees who become eligible, and the Employees whose insurance terminates before termination of this Plan. The Policyholder must also provide the respective dates and other data necessary to administer this Plan.

Failure to report the termination of insurance of any Employee will not continue coverage beyond the date of termination.

EMI Health will maintain a record that shows the names of all Employees insured by EMI Health, the beneficiary (if any) designated by each Employee, the date each Employee became insured, the effective date of any change in coverage, and other such information required to administer this Plan. EMI Health will furnish a copy of these records to the Policyholder, upon reasonable request, subject to the requirements of applicable law relating to the privacy of information regarding an individual.

The Policyholder's inadvertent errors or failure to report a change in an Employee's coverage or the name of any Employee who is eligible for insurance will not deprive the Employee of insurance or affect the coverage.

**Termination of Contract by Policyholder**

This Plan will not be terminated by either party except on giving, at least 60 days prior to any renewal date, written notice of its intentions to terminate this Plan. If such notice is not provided, the Policyholder will be responsible for any premiums accrued for that month. It is the Policyholder's responsibility as agent of Insureds to provide immediate written notice of the termination of this Plan and to notify Insureds of the right to continue coverage upon termination if applicable, and to provide proof to EMI Health of having given such notice. In the event that

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EMI Health is required to give such notice, the Policyholder will reimburse EMI Health for the reasonable cost of giving such notice. Notice given to a Subscriber will be sufficient notice to all Insureds enrolled as covered Dependents of that Subscriber. On termination of this group policy by the Policyholder, EMI Health will not be liable for the payment of any claims incurred after the termination date, even if the illness or injury occurred prior to the termination date. On termination of this group policy, EMI Health will not be required to maintain any type of continuous coverage for classes of Employee, retirees, or disabled individuals.

#### Termination of Policyholder by EMI Health

EMI Health may discontinue coverage under this Plan for a Policyholder, and all Insureds enrolled through that group, by providing 30 days advance written notice of termination to the Policyholder for any one or more of the following reasons:

- Nonpayment of premiums within the 30-day Grace Period following the due date specified in the *Payment of Premium* section. EMI Health may discontinue coverage under this Plan at the end of the 30-day Grace Period or 15 days following the date on which EMI Health mailed written notice of termination. Partial payment will be treated as nonpayment, unless EMI Health, at its sole discretion, indicates otherwise in writing.

During the 30-day Grace Period, the Plan shall continue in force. The Policyholder will remain liable to pay the premium including premium for the Grace Period, and Insureds will continue to be responsible for paying all Copayments, Coinsurance, and Deductibles, as applicable.

On termination of this group Plan by EMI Health, EMI Health will not be liable for the payment of any claims incurred after the termination date, even if the illness or injury occurred prior to the termination date. On termination of this group Plan, EMI Health will not be required to maintain any type of continuous coverage for classes of Employee, retirees, or disabled individuals.

- Failure of the Policyholder to satisfy EMI Health's minimum group participation and the Policyholder contribution requirements.
- Fraud or intentional material misrepresentation of a material fact to EMI Health by the Policyholder in any matter related to this Plan, or related to EMI Health's offer to enter into this Plan with the Policyholder, or related to the Policyholder's administration of its employee benefit plan as it relates to EMI Health.
- EMI Health withdraws from the market in which this Plan is sold in accordance with applicable law.
- No Insureds live, reside, or work in EMI Health's service area.
- The membership of the Policyholder in an association, through which the health insurance coverage under this Plan was made available, ceases.

It is the Policyholder's responsibility to provide immediate written notice of not less than 30 days to Subscribers whenever there is a termination of this Plan. Notice given to a Subscriber will be sufficient notice to all enrolled Dependents of that Subscriber.

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## GUARANTY ASSOCIATION DISCLOSURE

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### NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be Members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

### PEOPLE ENTITLED TO COVERAGE

You must be a Utah resident.  
You must have insurance coverage under an individual or group policy.

### POLICIES COVERED

ULHIGA provides coverage for certain life, health, and annuity insurance policies.

### EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an Employer that is only administered by an insurance company.
- Policies protected by another state's guaranty association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.
- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not Members of ULHIGA, including limited health plans, fraternal benefit societies, state pooling plans, and mutual assessment companies.

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**LIMITS ON AMOUNT OF COVERAGE**

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 – whichever is lower. Other caps also apply:

- \$200,000 in net cash surrender values.
- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits – if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply.)
- Interest rates on some policies may be adjusted downward.

**DISCLAIMER**

**PLEASE READ CAREFULLY:  
COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THE POLICY, OR,  
IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR  
EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS  
DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU  
CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR  
A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE,  
TITLE 31A, CHAPTER 28.**

**COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF  
UTAH.**

**THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A  
SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE  
COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.**

**INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW  
TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM  
FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU  
INSURANCE.**

**THE ADDRESSES OF ULHIGA AND THE INSURANCE DEPARTMENT ARE  
PROVIDED BELOW.**

Utah Life and Health Insurance Guaranty Association, 60 E. South Temple, Ste 500, Salt Lake City, Utah 84111.

Utah Insurance Department, State Office Building, Room 3110, Salt Lake City, Utah 84114.

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## INTRODUCTION

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We welcome you as a member of the EMI Health family and look forward to serving your insurance needs!

EMI Health's dental benefits and administrative procedures are described in this handbook. You are urged to read it carefully, share its contents with the members of your family, and keep it for future reference. If you have any questions or need further information, contact your employer or the EMI Health Customer Service Department.

**This handbook is a summary only**, it is not a contract. Some of the information contained in this handbook may not pertain to your specific plan. Check the "Summary of Benefits" chart for information regarding your benefits or refer to the Group Policy for a more complete description of your coverage. The policy is available for your review from your employer or from EMI Health during regular business hours.

Notwithstanding anything else in the Plan to the contrary, the items listed in the "Dental Plan Exclusion" section are not covered by the Plan.

The Plan will reimburse or pay a claim only if the services rendered are determined to be medically necessary. Determination of medical necessity is made by EMI Health using its own set of criteria, or by an independent contractor appointed by EMI Health.

This is your Plan. Anything you can do to contain costs will help provide additional benefits in the future. We recommend doing the following to assist in the reduction and control of costs:

- Question the need for dental services and visits.
- Be sure all charges are for services actually provided.
- Ask about the price; charges should be competitive.

An Insured who is eligible for Medicare has the right to return this policy for any reason within 30 days after its delivery and to have the premium refunded.

If you need more information on any of the EMI Health plans or procedures, please call a Customer Service Representative between 8:00 a.m. and 5:00 p.m., Monday through Friday (MT):

(801) 270-2880 in Salt Lake City or  
(800) 662-5852 elsewhere in the Continental U.S.A.

### Plan Administrator

EMI Health Advantage Plus Plans are administered and underwritten by Educators Health Plans Life, Accident, and Health, Inc.

EMHLS.ADVPLUS.CER.C

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## EMI HEALTH ADVANTAGE PLUS DENTAL PLAN

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This section provides a general summary of benefits available under the Plan. For details as to specific coverage, see the "Summary of Benefits" chart.

### Diagnostic/Preventive Benefits

- Oral examinations two times per year.
- X-rays are covered as follows:
  - Full mouth – once every three years
  - Supplementary bitewings – up to four procedures, twice per year
  - Supplementary periapical – six procedures per year
- Cleaning and scaling teeth (prophylaxis) two times per year.
- Application of fluoride in conjunction with cleaning two times per year, limited to Dependent children up to the age specified by the "Summary of Benefits" chart.

### Space Maintainers

- Space maintainers used to maintain the present position of a tooth following an extraction for Dependent children up to the age specified on the "Summary of Benefits" chart.

### Sealants

- Sealants for Dependent children up to the age specified on the "Summary of Benefits" chart

### Basic Services

- Restoration of decayed teeth with amalgam, synthetics, or plastic, up to one restoration per surface. Repairs to restorations are allowed only once every 18 months, regardless of the reason. Tooth preparation, temporary restorations, cement bases, impressions, and local anesthesia are all considered part of the restoration and are covered only when included in the charge for the entire process.

### Major Services

- Gold onlays and crowns are covered if teeth cannot be restored with amalgam, synthetic, porcelain, or plastic. Benefits are payable once every five years for the same tooth.

### Endodontic Services

- Endodontic treatment, including root canal therapy. One pulp cap per tooth is allowed. Bases are not covered.

### Periodontic Services

- Periodontic services are limited to one perio maintenance (two per year in lieu of preventive cleaning); root scaling and planing (once per quadrant of mouth in any 24 month period); gingivectomy, gingival curettage; osseous surgery including flap entry and closure; pedicle or free soft tissue grafts; full mouth debridement (one every five years).

### Prosthodontic Services

- Initial installation of a removable or fixed partial or complete denture once every five years. Fixed bridges for patients under age 16 are covered up to the amount allowed for a removable partial denture.

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- One laboratory reline is covered following the initial installation of a denture and once every three years thereafter. Office relines are not a covered benefit.
  - Implants are covered (unless otherwise indicated on the "Summary of Benefits" chart). All services and products related to the implant (including, but not limited to, the anchor and the post) apply toward the implant limit. Crowns associated with implants fall under the benefit for crowns and are subject to any limits applicable to that benefit. (These benefits are limited. Check the "Summary of Benefits" chart for details.)
  - Replacement of missing teeth with complete or partial dentures or fixed bridges is covered.
  - Replacement of a denture that is no longer serviceable is covered once every five years.

#### Oral Surgery Services

- Extractions and other oral surgery involving procedures for simple and complicated extractions of impacted or erupted teeth, including frenectomy, alveolectomy, removal of palatal and mandibular tori, and crown exposure. Post-operative care and removal of sutures are considered part of the surgical procedure and are covered only when included in the charge for the entire surgical procedure.

#### Anesthesia Services

Not all plans have anesthesia services. Check the "Summary of Benefits" chart for details.

- General anesthesia, including intravenous sedation, is limited to age seven and under, once per year. General anesthesia for the extraction of impacted teeth for individuals age eight and over is covered to the Table of Allowances, based on necessity, not for anxiety management.

#### Orthodontic Services

Not all plans have orthodontic benefits. Check the "Summary of Benefits" chart for details.

Orthodontic services are covered for functionally related problems, not for Cosmetic purposes, for eligible unmarried Dependent children up to the applicable age indicated on the "Summary of Benefits" chart and adult contract holders and their Spouse if indicated on the "Summary of Benefits" chart.

- Initial diagnostic records (study models, facial photographs, etc.) are covered only if eligible orthodontic treatment is rendered.
- Orthodontic treatment, including diagnostic procedures, X-rays, and appliance therapy.
- Amounts paid under a previous dental care plan for a case in progress, which is defined as the placement of bands, may be deducted from the maximum amount payable for orthodontic benefits under this Plan. (Check with EMI Health or the Policyholder for further details.)

#### Waiting Periods

Benefits for some service types may be subject to waiting periods. Please see the "Summary of Benefits" chart for details of your Plan.

#### Predetermination of Benefits

Before starting a dental treatment for which the charge is expected to be \$300 or more, a predetermination of benefits is recommended.

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The Dentist must itemize all recommended services and costs and attach all supporting documents, including x-rays.

The Plan will notify the Dentist of the benefits payable under the Plan. The Insured and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

**Alternate Treatment**

Many dental conditions can be treated in more than one way. This Plan has an alternate treatment clause which governs the amount of benefits the Plan will pay for treatments covered under the Plan. If a patient receives a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

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### ADVANTAGE PLUS DENTAL PLAN EXCLUSIONS

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Notwithstanding anything else in the Plan to the contrary, the items listed below are not covered by the Plan.

EMI Health Advantage Plus Dental Plan does not pay for any of the following:

1. Services received by an Insured before coverage under the Plan became effective or after coverage under the Plan has terminated.
2. Expenses for preparing dental reports, itemized bills, or claim forms.
3. Illness or injury caused by the negligent or wrongful act of another, or for which the Insured is covered by any workers' compensation or similar law, except that EMI Health may advance benefits to or on behalf of the Insured in such situations, subject to EMI Health's right of Subrogation and reimbursement set forth herein.
4. Illness or injury that an Insured incurred either (1) while in the service of an employer that was obligated by law to provide workers' compensation insurance that would have covered such illness or injury, or, (2) while in the service of an employer that had elected to exclude workers' compensation coverage for such Insured, except that EMI Health may elect to advance benefits to or on behalf of the Insured in either situation, subject to EMI Health's rights of Subrogation and reimbursement set forth herein.
5. Illness or injury for which the Insured is covered by other responsible insurance including, but not limited to, coverage under a government sponsored health plan, underinsured motorist coverage, or uninsured motorist coverage, except as otherwise provided herein, or as otherwise provided by law.
6. Charges for services related to birth defects or cosmetic surgery or dentistry for solely Cosmetic reasons including, but not limited to, bonding and veneers.
7. Any procedure started prior to the date the patient became covered for such services under this policy. This Exclusion does not apply to orthodontic benefits for a case in progress.
8. Medical care, confinement, treatment, services, use of facilities, or supplies for which charges are made by a facility, including freestanding nursing home, rest home, or similar establishment.
9. Plaque control programs, oral hygiene instruction, and dietary instruction.
10. Myofunctional therapy.
11. Lab costs for an oral tissue biopsy.
12. Treatment to correct problems with the way teeth meet or to adjust bite (alter vertical dimensions or restore or equilibrate occlusion) except as covered under orthodontia.

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13. Care, treatment, operations, supplies, appliances, aids, devices, or drugs that are not FDA approved.
  14. Care, supplies, treatment, and/or services for any Injury or illness which is incurred while voluntarily taking part or attempting to take part in an Act of Aggression or an illegal activity, including but not limited to misdemeanors and felonies. It is not necessary that an arrest occur, criminal charges be filed, or if filed, that a conviction result. Proof beyond a reasonable doubt is not required to be deemed an illegal act. This Exclusion does not apply (a) if the Injury resulted from being the victim of an act of domestic violence, or (b) resulted from a medical condition (including both physical and mental health conditions).
  15. Care, treatment, operations, or supplies that are illegal, Experimental, Investigative, or for research purposes by the United States medical profession that are not recognized or proven to be effective for treatment of illness or injury in accordance with generally accepted dental/medical practices.
  16. Expenses in connection with transportation or mileage reimbursement.
  17. Expenses including, but not limited to, air fare, meals, accommodations, and car rental.
  18. Medications labeled "Caution, Limited by Federal Law to Investigational Use" or experimental drugs.
  19. Services that are not Medically Necessary or Cosmetic Treatment including veneers, special techniques, precious metals used for removable appliances other than orthodontics, precision attachments for partial dentures or bridges, and personal characterization.
  20. Any procedure or appliance to correct or treat temporomandibular joint dysfunction (TMJ).
  21. Dental implants (unless otherwise indicated), transplants, reimplantations, and associated appliances or services rendered in conjunction with implants. This Exclusion does not apply to otherwise covered crowns.
  22. Hospital services.
  23. Habit-breaking devices or appliances to correct thumb sucking, tongue thrusting, etc.
  24. Temporary restorations, appliances, or procedures of any nature, except that temporary restorations are covered when included in the charge for the restoration process.
  25. Replacement of lost, stolen, or damaged dentures, except once every five years.
  26. Procedures, appliances, or restorations, other than those for replacement of structure loss from caries, that are necessary to alter, restore, or maintain occlusion by any of the following: realignment of teeth, periodontal splinting, gnathological recordings,

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- equilibration, treatment of disturbances of the temporomandibular joint (TMJ), orthognathic procedures.
27. Hypnosis and related analgesia.
  28. Restorative dental services in connection with an overdenture.
  29. Expenses for services required due to complications associated with, or due to, non-covered services, and where applicable, reversal of non-covered services.
  30. Services rendered by anyone other than a licensed Dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.
  31. Services for injury resulting from war or any act of war, whether declared or undeclared.
  32. Care, treatment, or services the Insured is not, in the absence of this policy, legally obligated to pay, except as otherwise provided by law.
  33. Care, treatment, or services rendered by any Provider who ordinarily resides in the same household (e.g. Spouse, parent).
  34. Benefits for services or treatments covered under any medical plan.
  35. Expenses for appointments scheduled but not kept, telephone consultations, or services delivered remotely via email or other telecommunication technologies.
  36. Expenses for shipping, handling, postage, sales tax, interest, or finance charges.
  37. Charges for completion or submission of insurance forms.
  38. Prescription drugs and over-the-counter medication.
  39. Charges for care, treatment, or surgical procedures that are unnecessary or in excess of the Summary of Benefits or the Table of Allowance.
  40. The application of a dental sealant on any tooth that has been previously treated with a temporary or permanent restoration.
  41. The application of dental sealants on all Anterior teeth whether Deciduous or permanent teeth.
  42. Chemotherapeutic injections.
  43. Orthodontic expenses, unless otherwise indicated on the "Summary of Benefits" chart.
  44. All other services not specified as covered benefits or not specifically included in the contract with the Employer.

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## ELIGIBILITY AND PARTICIPATION

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### Plan Administration

The EMI Health Advantage Plus Dental Plan is administered and underwritten by EMI Health

### Eligibility

An Employee and his Dependents are eligible for participation and coverage under this Plan if the Employee is a Full-time Employee of the Employer. Dependents of the Employee eligible for coverage include Dependent children from birth to the 26<sup>th</sup> birthday and the Employee's Spouse. Children may include stepchildren, children placed for adoption, legally adopted children, and children for whom the Employee has legal guardianship (as specified by the Employer). Coverage for an adopted child of a Subscriber is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth. Coverage ends if the child is removed from placement prior to being legally adopted.

As determined by the Employer, children may include foster children if all of the following conditions are met:

- The child lives with the Employee;
- The parent-child relationship is with the Employee, not solely the child's biological parent;
- The Employee is the primary source of financial support for the child; and
- The Employee expects to raise the child to adulthood.

A Dependent child's coverage may be extended beyond the 26<sup>th</sup> birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is chiefly dependent on the Subscriber for support and maintenance. The Subscriber must furnish written proof of disability and dependency to EMI Health within 31 days after the child reaches 26 years of age. In addition, upon application, the Plan will provide coverage for all disabled Dependents who have been continuously covered, with no break of more than 63 days, under any accident and health insurance since the age of 26. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. (Please refer to Dependent in the "Definition of Terms" section for more information.)

### Changes in Insured Information

Subscribers should notify EMI Health within 31 days whenever there is a change in an Insured's situation that may affect the Insured's enrollment eligibility or status.

### Enrollment

To enroll, the Employee must complete an enrollment application and file it with his Employer within 31 days of his employment date, or during a subsequent Open Enrollment period. A Subscriber is not entitled to change his coverage elections during the plan year, except as provided in the *Special Enrollment* section.

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**When Coverage Begins**

If the Employee enrolls within 31 days of his employment, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such 31-day period) becomes effective as determined by the Employer.

If the Employee enrolls during an Open Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Open Enrollment period) becomes effective the first day of the following plan year.

If the Employee enrolls during a Special Enrollment period, the Employee's coverage (and the coverage of his eligible Dependents, if such Dependents were also enrolled during such Special Enrollment period) becomes effective as provided in the *Special Enrollment* section.

**Special Enrollment****Special Enrollment Period When Other Coverage Terminates**

If an Employee declined participation for himself and/or his eligible Dependents and, when enrollment was previously declined, the Employee and/or his eligible Dependents were covered under another group plan or had other insurance coverage, the Employee will have a Special Enrollment period if when the Employee declined enrollment for himself and/or his eligible Dependents, the Employee and/or his eligible Dependents

1. Had COBRA continuation coverage under another plan and such continuation coverage has since been exhausted, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Policyholder, in the manner prescribed by the Policyholder within 31 days of such cessation; or
2. Had coverage through Medicaid or the Children's Health Insurance Program (CHIP) that has been terminated as a result of loss of eligibility of coverage, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Policyholder, in the manner prescribed by the Policyholder within 60 days of such cessation; or
3. If the other coverage was not under COBRA, Medicaid, or CHIP, either the other coverage has been terminated as a result of loss of eligibility of coverage or employer contributions towards such coverage have been terminated, and the Employee elects coverage for himself or herself and/or his or her eligible Dependents by making an election with the Policyholder, in the manner prescribed by the Policyholder within 31 days of such cessation. (Note: Loss of eligibility of coverage includes a loss due to legal separation, divorce, death, termination of employment, reduction in hours worked, and any loss of eligibility after a period that is measured by reference to any of the foregoing. Loss of eligibility does not include a loss due to failure to pay premiums on a timely basis or termination of coverage for cause, such as making a fraudulent claim or intentional misrepresentation of a material fact.)

If the Employee meets the above conditions, coverage under the Plan will be effective as of the date such previous coverage ceased.

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**Special Enrollment Period for Approval to Receive Premium Assistance**

The Employee and his eligible Dependent may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee is approved to receive a Premium Assistance. To enroll during this Special Enrollment period, the Employee must enroll in the Plan within 60 days from the date on which He receives written notification that He is eligible to receive Premium Assistance. Coverage will be effective the first day of the month immediately following enrollment. This provision does not modify any requirement related to premiums or Preexisting Condition Waiting Periods that apply under the Plan to a similarly situated eligible Employee or Dependent.

**Special Enrollment Period for Acquisition of Dependent**

The Employee and/or his new eligible Dependent may enroll for coverage (even if He previously declined coverage for himself and/or his eligible Dependents) if the Employee acquires such new eligible Dependent due to marriage, birth, adoption, or placement for adoption. In addition, the Employee may also enroll his Dependent Spouse if the Employee acquires a new Dependent due to marriage, birth, adoption, or placement for adoption. To enroll during this Special Enrollment period, the Employee must enroll within 31 days of the event (e.g., marriage, birth, adoption, or placement for adoption). Coverage will be effective as follows:

1. In the case of marriage, the marriage date; or
2. In the case of an eligible Dependent's birth, the date of such birth; or
3. In the case of adoption, or placement for adoption, the coverage for an adopted child of a Subscriber is provided from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs 30 days or more after the child's birth.

**Termination of Coverage**

Unless eligible for continuation coverage under COBRA, an Insured's participation under the Plan ceases on the earliest of the following:

- For the Subscriber and covered Dependents, the last day of the calendar month coinciding with, or following the Subscriber's termination of employment or when the Subscriber's employment position or status changes such that He is no longer a Full-time Employee, unless specific provisions in the Employer Group's policy manual apply;
- For the Subscriber and covered Dependents, the last day of the month for which coverage has been paid, in the event any required Subscriber contributions are not made (subject to the 31-day Grace Period);
- For covered Dependents, other than the Subscriber's Spouse, the individual ceases to be an eligible Dependent on the last day of the calendar month coinciding with the Dependent's 26<sup>th</sup> birthday;
- For covered Spouse, the last day of the calendar month coinciding with the date the divorce from the Subscriber is final;

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- For the Subscriber and covered Dependents, the date specified in any Plan amendment resulting in loss of eligibility;
  - For the Subscriber and covered Dependents, the date this Plan is terminated; and
  - For any Insured, the discovery of fraud or intentional material misrepresentation of material fact on the part of the Insured in either the enrollment process or in the use of services or facilities. (Note: If an Insured's coverage is terminated under this provision based on fraud, the termination of coverage will relate back to the effective date of coverage and EMI Health may recover any overpayments from the Insured such that EMI Health and the Insured are returned to the same financial position as if no coverage had ever been in force. If the Insured's coverage is terminated under this provision based on intentional material misrepresentation of material fact, the termination of coverage will relate back to the date the misrepresentation occurred and EMI Health may recover any overpayments from the Insured. Termination of a Subscriber's coverage for cause will also result in the termination of coverage of the Subscriber's covered Dependents.)

A Subscriber is not entitled to voluntarily terminate coverage for himself or his covered Dependents during the plan year, unless he experiences a Special Enrollment qualifying event (e.g. marriage, divorce, birth, death, adoption, placement for adoption, or loss of other insurance coverage). If the Subscriber experiences a Special Enrollment qualifying event, he may elect to terminate coverage for himself and/or his Dependents by making an election with the Policyholder, in the manner prescribed by the Policyholder, within 31 days of such event.

#### **Family Medical Leave Act (FMLA)**

A Subscriber who goes on a leave under the Family Medical Leave Act (FMLA) has the following rights during such leave:

- A Subscriber may continue his coverage and the coverage of his covered Dependents during an FMLA leave provided the Subscriber continues to pay any required Employee portion of the cost of coverage in accordance with the Employer's FMLA leave policy. The Employer shall continue to make the same contributions toward that coverage that it would have made had the Subscriber not taken FMLA leave.
- If premiums are not paid, the Subscriber's and covered Dependents' coverage will be terminated 31 days after the due date of any required payment. Upon the Subscriber's return to work, the Subscriber's coverage and the coverage of any previously covered Dependents will be reinstated as long as the Subscriber returns to work before or following the expiration of the FMLA leave. If the Subscriber does not return to work before or following the expiration of the FMLA leave, the Subscriber will be treated as a new Employee upon his return and will be entitled to elect coverage for himself and his eligible Dependents in accordance with the rules applicable to new Employees.

#### **Military Leave**

Pursuant to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), a Subscriber who is on military duty with a uniformed service has certain rights. If the period of duty is less than 31 days, coverage will be maintained if the Subscriber pays any required Subscriber contribution. If the period of duty is for more than 31 days, EMI Health must permit the Subscriber to continue coverage under rules similar to

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COBRA. The maximum coverage period is the lesser of 24 months or the period of duty. A Subscriber receiving coverage under USERRA shall be required to pay 102 percent of the applicable premium. No waiting period can be imposed on a returning Subscriber and his Dependents if the period would have been satisfied had the Subscriber's coverage not terminated due to the duty leave.

#### Qualified Medical Child Support Orders

Upon receipt of a National Medical Support Notice requiring the Subscriber to provide coverage for a Dependent child, EMI Health will comply with all applicable requirements of the Notice and applicable law.

#### Your Rights Under ERISA

If you are covered by an ERISA plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Insureds shall be entitled to the following:

- Receive information about your Plan and benefits
  - Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites, all documents governing the Plan, and copies of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the public disclosure room of the Employee Benefits Security Administration.
  - Obtain, upon written request to the Plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan administrator may make a reasonable charge for the copies.
  - Receive a summary of this Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Continue group health Plan coverage
  - Continue health care coverage for yourself, your Spouse, or eligible Dependents, if there is a loss of coverage under the Plan as a result of a qualifying event. You or your eligible Dependents may have to pay for such coverage. Review this document for the rules governing your COBRA continuation coverage rights.
  - Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under a group health plan, if you have creditable coverage from another plan. For instance, if, after your participation in this Plan ceases, you obtain coverage under another group health plan, you have the right to demonstrate creditable coverage by presenting a certificate of coverage from this Plan. You are entitled to request a certificate of creditable coverage from this Plan for yourself or for any of your eligible Dependents who were enrolled under this Plan. Request should be made within 24 months after the loss of coverage under this Plan. You also have the right to demonstrate creditable coverage through documentation other than a certificate of creditable coverage, such as an explanation of benefits, correspondence from the Plan indicating prior coverage, or a health insurance card. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for up to 12

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months (18 months for Late Enrollees) in your new group health plan after your enrollment date.

- Prudent action by Plan fiduciaries
  - In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee benefit plan. The people who operate this Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of participants and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.
- Enforce your rights
  - If your claim for a benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse this Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds the person’s claim is frivolous).

- Assistance with your questions
  - If you have any questions about this Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed below or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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The following is a listing of the Employee Benefits Security Administration, U.S. Department of Labor, offices:

**Atlanta Regional Office**  
61 Forsyth St. SW, Ste 7B54  
Atlanta, GA 30303 (404) 562-2156

**Boston Regional Office**  
One Bowdoin Square, 7<sup>th</sup> Floor  
Boston, Ma 02114 (617) 424-4950

**Chicago Regional Office**  
200 W Adams St., Ste 1600  
Chicago, IL 60606 (312) 353-0900

**Cincinnati Regional Office**  
1885 Dixie Highway, Ste 210  
Ft. Wright, KY 41011-2664 (606) 578-4680

**Dallas Regional Office**  
525 Griffin St., Room 707  
Dallas, TX 75202-5025 (214) 767-6831

**Detroit District Office**  
211 West Fort St., Ste 1310  
Detroit, MI 48226-3211 (313) 226-7450

**Kansas City Regional Office**  
City Center Square  
1100 Main, Ste 1200  
Kansas City, MO 64105-2112 (816) 426-5131

**Los Angeles Regional Office**  
790 E. Colorado Blvd., Ste 514  
Pasadena, CA 91101 (818) 583-7862

**Miami District Office**  
111 NW 183<sup>rd</sup> St., Ste 504  
Miami, FL 33169 (305) 651-6464

**New York Regional Office**  
1633 Broadway, Room 226  
New York, NY 10019 (212) 399-5191

**Philadelphia Regional Office**  
Gateway Building  
3535 Market St., Room M300  
Philadelphia, PA 19104 (215) 596-1134

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St. Louis District Office  
815 Olive St., Room 338  
St. Louis, MO 63101 (314) 539-2691

San Francisco Regional Office  
71 Stevenson St., Ste 915, P.O. Box 190250  
San Francisco, CA 94119-0250 (415) 975-4600

Seattle District Office  
111 Third Ave., Ste 860 MIDCOM Tower  
Seattle, WA 98101-3212 (206) 553-4244

Washington D.C. District Office  
1730 K St. NW, Ste 556  
Washington D.C. 20006 (202) 254-7013

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## CONTINUATION OF COVERAGE

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### COBRA Continuation of Coverage Requirements

Under the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), an Insured who could otherwise lose coverage as a result of a "qualifying event" is entitled to elect to purchase medical continuation under the Plan. The coverage will be identical to the coverage provided to Insureds to whom a qualifying event has not occurred.

- **Qualifying Event.** A "qualifying event" is any of the following:
  - For an Employee, termination of employment (other than for gross misconduct) or reduction of hours worked so as to render the Employee ineligible for coverage;
  - For a Spouse and eligible Dependents, death of the Employee;
  - For a Spouse, divorce or legal separation;
  - For a Spouse and eligible Dependents, loss of coverage due to the Employee becoming eligible for Medicare;
  - For a Dependent child, ceasing to qualify as a Dependent under the Plan;
  - For retirees and their Dependents, employer bankruptcy under Chapter 11.

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## COORDINATION OF BENEFITS WITH OTHER GROUP PLANS

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### Coordination with Other Group Plans

When an Insured is covered by this Plan and another COB Plan, one plan is designated as the Primary Plan. The Primary Plan pays first and ignores benefits payable under the other plan. The Secondary Plan reduces its benefits by those payable under the Primary Plan.

Any COB Plan that does not contain a Coordination of benefits provision that is consistent with Utah Rule R590-131 (Non-conforming Plan) will be considered primary, unless the provisions of both plans state that the Conforming Plan is primary. Refer to Plan document for full details on Coordination of Benefits with other group plans.

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## CLAIMS PROCEDURE

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Except as otherwise provided in this policy or by Utah law, no benefits provided under this policy shall be paid to, or on behalf of, an Insured unless the Insured, or his authorized representative, has first submitted a written claim for benefits to EMI Health. Claims may be submitted at any time within 12 months of the date the expenses are incurred. If, however, the Insured shows that it was not reasonably possible to submit the claim within that time period, then a claim may be submitted as soon as reasonably possible.

### How to File a Claim

Submit properly completed and coded Provider bills to the following address:

EMI HEALTH  
852 East Arrowhead Lane  
Murray, Utah 84107-5298

If the claim form is not properly completed, it cannot be processed, and it will be returned.

### Requests for Additional Information

There are times when claims submitted in the Insured's behalf may not contain sufficient information for EMI Health to process them correctly. In those situations, EMI Health will request additional information from the Insured or the Provider. EMI Health is likely to request information directly from the Insured for the following reasons:

- To obtain details of an Accident.
- To expedite coordination of benefits.
- To conduct an audit.

Insureds can expedite the processing of their claims by providing the requested information as quickly as possible, and in as much detail as possible.

### Claims Audits

In addition to the Plan's dental record review process, EMI Health may use its discretionary authority to utilize an independent bill review and/or claim audit program or service for a complete claim. While every claim may not be subject to a bill review or audit, EMI Health has the sole discretionary authority for selection of claims subject to review or audit.

The analysis will be employed to identify charges billed in error and/or charges that are not Usual and Customary and/or Medically Necessary and reasonable, if any, and may include a patient medical billing records review and/or audit of the patient's medical charts and records.

Upon completion of an analysis, a report will be submitted to EMI Health or its agent to identify the charges deemed in excess of the Usual and Customary and reasonable amounts or other applicable provisions, as outlined in this Plan Document.

Despite the existence of any agreement to the contrary, EMI Health has the discretionary authority to reduce any charge to the lesser of a Usual and Customary and reasonable charge or the Table of Allowance, in accord with the terms of this Plan Document.

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#### Non U.S. Providers

Dental expenses for care, supplies, or services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a "Non U.S. Provider") are payable under the Plan, subject to all Plan exclusions, limitations, maximums and other provisions, under the following conditions:

- Benefits may not be assigned to a Non U.S. Provider;
- The Participant is responsible for making all payments to Non U.S. Providers, and submitting receipts to the Plan for reimbursement;
- Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
- The Non U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
- Claims for benefits must be submitted to the Plan in English and include a complete description of the services rendered.

#### Exhaustion of Administrative Remedies

No action at law or in equity may be brought against EMI Health or the plan administrator, and no arbitration request may be made, until the Insured has exhausted the Claims Review Process, as provided in this policy.

#### Appointment of Authorized Representative

The Insured may appoint an authorized representative to act on his behalf in pursuing a benefit claim or appealing an Adverse Benefit Determination. The Insured shall appoint the authorized representative by signing an "Appointment of Authorized Representative" form available from EMI Health, with the authorized representative accepting such appointment by signing the "Appointment of Authorized Representative" form. The Insured desiring to appoint an authorized representative shall submit the fully executed form to the Plan administrator.

#### Claims Review Process

If EMI Health denies payment of a claim which an Insured believes is properly compensable under the applicable terms of the Plan, the Insured shall within the time limits provided in subparagraphs one through five below after receipt of notice of denial of payment or coverage take the matter up with EMI Health's claims review committee, which shall be composed of at least three employees of EMI Health who did not participate and are not supervised by any person who participated in the initial decision. If agreement is not reached on the claim, the Insured shall within the time limits provided in subparagraphs one through five below after the decision of the claims review committee have the right to request a second level appeal regarding the disputed claim and an in-person hearing by EMI Health board of directors, which shall include at least one consumer representative. This request must be in writing and must be received by EMI Health within the time limits provided in subparagraphs one through five below after receipt of notice indicating the decision of the claims review committee. The EMI Health board of directors notice of decision will inform the Insured of its decision and, if adverse to the Insured, the basis of its decision in writing. If the Insured disagrees with the decision of the EMI Health board of directors in the second level appeal, the Insured shall have a right to submit the matter to binding arbitration or to pursue any remedies available at law or equity. If the Insured elects binding arbitration, then all relevant information and the positions of all parties shall be submitted to the arbitrator, who shall then review the matter and make a decision which is final and binding on EMI Health and the Insured. In no event shall the arbitrator have the

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power to extend or expand upon the provisions of the Plan. The procedure for arbitration shall be as provided in the *Arbitration* provision of this Plan.

EMI Health will observe time limits, provide notices, and administer appeals in accordance with subparagraphs one through five below.

1. EMI Health will provide a notice of its initial claim decision within (a) 30 days after receiving the initial claim, or (b) 45 days after receiving the claim if EMI Health determines that such an extension is necessary due to matters beyond the control of the Plan and if EMI Health provides an extension notice during the initial 30-day period. If the extension is due to the Insured's failure to submit sufficient information necessary to decide a claim, the extension notice shall specify the additional required information and the Insured will have at least 45 days to provide the additional information. The period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent until the date on which the Insured provides the additional required information.
2. If EMI Health denies the claim in whole or in part, the Insured has 180 days after receiving notice of the claim denial to appeal the decision in writing.
3. The claims review committee will provide notice of its decision on appeal within 30 days after receiving the request for appeal.
4. If the claims review committee denies the claim in whole or in part, on appeal, the Insured has 180 days after receiving notice of the denial to request a second level appeal in writing.
5. The board of directors will provide notice of its decision on the second level of appeal within 30 days after receiving the notice of appeal to the board.

#### **Independent Review of Medical Necessity**

If, after exhaustion of the claims review process provided in this Plan, the Insured still disputes a determination of Medical Necessity, the Insured shall have the voluntary option to submit the Adverse Benefit Determination of Medical Necessity for an independent review.

The Insured may initiate such independent review of Medical Necessity by giving written notice to EMI Health of the Insured's election to proceed with independent review within 180 days from the date of the receipt, in writing, from EMI Health of the final Adverse Benefit Determination of Medical Necessity from the claims review process.

If the Insured timely elects the above independent review, then EMI Health will inform the Insured in writing, of the decision of the IRO, within 60 days after the date EMI Health received the Insured's written request for independent review of Medical Necessity.

#### **Arbitration**

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING

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UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES, IF ALLOWED BY STATE LAW, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

If, after exhaustion of the claims review process provided in this Plan, the Insured still disputes the results of the same, the subject claim, controversy, or dispute may be submitted for resolution through binding arbitration in accordance with the provisions hereof.

The Insured may initiate arbitration proceedings by giving written notice to EMI Health of the election to proceed with binding arbitration within 180 days after the delivery in writing of the final adjudication from the claims review process.

**Benefit Accumulations**

All Deductibles, benefit limits, etc., except for the Lifetime Maximum Benefit, accumulate on a Contract- or Calendar-Year basis. (Check with EMI Health or the Policyholder for accumulation dates.)

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## DEFINITION OF TERMS

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*Accident and Accidental Injury*, for which benefits are provided, means Accidental bodily Injury sustained by the Insured which is the direct result of an Accident, independent of disease or bodily infirmity or any other cause.

*Act of Aggression* means any physical contact initiated by the Insured that a reasonable person would perceive to be a threat of bodily harm.

*Actively at Work or Active Work* means being in attendance at the customary place of employment, performing the duties of employment on a Full-time Basis, and devoting full efforts and energies in the employment.

*Adverse Benefit Determination* means any of the following:

1. A denial in benefits,
2. A reduction in benefits;
3. A termination of benefits; or
4. A failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure.

*Allowable Expenses*, when used in conjunction with Coordination of Benefits, shall have the same meaning as the term "Allowable Expenses" in Utah Rule R590-131-3.A.

*Anterior* means the teeth and tissues located towards the front of the mouth, maxillary and mandibular incisors and canines.

*Calendar Year* means the 12-month period beginning January 1 and ending December 31.

*CHIP* refers to the Children's Health Insurance Program or any provision or section thereof, which is herein specifically referred to as such act, provision, or section may be amended from time to time.

*COB Plan*, means a form of coverage with which Coordination of Benefits is allowed. These COB Plans include the following:

- Individual, and group accident and health insurance contracts, and subscriber contracts, except those included in the following paragraph.
- Uninsured arrangements of group or group-type coverage.
- Coverage through closed panel plans.
- Medical care components of long-term care contracts, such as skilled nursing care.
- Group-type contracts.
- Medicare or other governmental benefits, as permitted by law.

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The term COB Plan does not include any of the following:

- Hospital indemnity coverage benefits or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified Accident policies.
- Limited benefit health coverage, as defined in Utah Rule R590-126.
- School accident-type coverages that cover students for accidents only, including athletic injuries, either on a 24-hour basis or on a "to and from school" basis.
- Benefits provided in long-term care insurance policies for non-medical services.
- Any state plan under Medicaid.
- A government plan, which by law, provides benefits that are in excess of those of any private insurance or other non-governmental plan.
- Medicare supplement policies.

The term COB Plan is construed separately with respect to each policy, contract, or other arrangement for benefits or services. The term COB Plan may also mean a portion of a policy, contract, or other arrangement which is subject to a Coordination of Benefits provision, as separate from the portion which is not subject to such a provision.

*COBRA* means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

*COBRA Administrator* means the entity selected by the Policyholder to administer COBRA benefits. See Policyholder for COBRA Administrator contact information.

*Coinsurance* means the percentage of eligible charges payable by an Insured directly to a Provider for covered services. Coinsurance percentages are specified on the "Summary of Benefits" chart.

*Conforming Plan* means a COB Plan that is subject to Utah Rule R590-131.

*Contract Year* means the 12-month period following the effective date of this policy and any 12-month period following that date.

*Coordination of Benefits* means a provision establishing an order in which plans pay their Coordination of Benefits claims, and permitting Secondary Plans to reduce their benefits so that the combined benefits of all plans do not exceed total Allowable Expenses.

*Copayment or Copay* means, other than coinsurance, a fixed dollar amount that an Insured is responsible to pay directly to a Provider. Copayment amounts are specified on the "Summary of Benefits" chart.

*Cosmetic Treatment* means any procedure performed to improve appearance or correct a congenital deformity that does not affect function.

*Deciduous* means having the property of falling off or shedding; a name used for the primary teeth.

*Deductible* means the amount paid by an Insured for Eligible Expenses from the Insured's own money before any benefits will be paid under this policy.

*Dentist* means a duly licensed Dentist legally entitled to practice dentistry at the time, and in the place, services are performed.

*Dependent* means the Subscriber's children (including legally adopted children and children for whom the Participant has legal guardianship) to their 26<sup>th</sup> birthday. A child is considered a Dependent beyond the 26<sup>th</sup> birthday if the child is incapable of self-sustaining employment due to a mental or physical disability and is dependent on the Subscriber for support and maintenance. The Subscriber must furnish proof of disability and dependency to EMI Health within 31 days after the child reaches 26 years of age. In addition, upon application, the Plan will provide coverage for all disabled Dependents who have been continuously covered, with no break of more than 63 days, under any accident and health insurance since the age of 26. EMI Health may require subsequent proof of disability and dependency after the child reaches age 26, but not more often than annually. Dependent also refers to any of the Subscriber's natural children, children placed for adoption, or adopted children for whom a court order or administrative order has dictated that the Subscriber provide coverage. Dependent also refers to the Subscriber's Spouse. Dependent does not include an unborn fetus.

*Eligible Expenses* means those charges incurred by the Insured for illness or injury that meet all of the following conditions:

- Are necessary for care and treatment and are recommended by a Provider while under the Provider's continuous care and regular attendance.
- Do not exceed the EMI Health Summary of Benefits or Table of Allowances for the services performed or materials furnished.
- Are not excluded from coverage by the terms of this policy.
- Are incurred during the time the Insured is covered by this policy.

*EMI Health* means Educators Health Plans, Life, Accident, and Health, Inc.

*Employee* means a Full-time Employee or an elected or appointed officer of the Policyholder. Employees must be legally entitled to work in the United States.

*Employer* means Policyholder.

*Enrollment Date* means the first day of coverage, or if there is a waiting period before coverage takes effect, the first day of the waiting period.

*Exclusion* means the policy does not provide insurance coverage, for any reason, for one of the following:

- A specific physical condition;
- A specific medical procedure;
- A specific disease or disorder; or
- A specific prescription drug or class of prescription drugs.

*Experimental or Investigative* means medical treatment, services, supplies, medications, drugs, or other methods of therapy or medical practices, which are not accepted as a valid course of treatment by the Utah Medical Association, the U.S. Food and Drug Administration, the American Medical Association, or the Surgeon General.

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*FMLA* means the Family and Medical Leave Act of 1993, as amended.

*Former Employee* means an Employee who has retired or terminated employment and who is eligible for continuation of coverage.

*Full-time Basis or Full-time Employment* means an Active Employee of the Employer; an Employee is considered to be Full-time if he or she normally works at least 20-40 hours per week and is on the regular payroll of the Employer for that work.

*Grace Period* means the period that shall be granted for the payment of any policy charge, during which time the policy shall continue in force. In no event shall the Grace Period extend beyond the date the policy terminates.

*He or Him* includes and means she or her.

*HIPAA* means the Health Insurance Portability and Accountability Act of 1996, as amended.

*Insured* means an eligible person who enrolled with EMI Health through the Employer's group to receive covered services and who is recognized by EMI Health as an Insured.

Employees/retirees of the Employer who are eligible to become Insureds can choose to enroll Dependents who satisfy EMI Health's Dependent eligibility requirements. In situations requiring consent, payment, or some other action, references to "Insured" include the parent or guardian of a minor or disabled Insured on behalf of that Insured.

*Leave of Absence* means a leave of absence of an Employee that has been approved by the Employer, as provided for in the Employer's rules, policies procedures, and practices.

*Lifetime Maximum Benefit* means the maximum amount of benefits paid by EMI Health that will be allowed under this Plan whether accumulated under this policy or any combination of policies administered by EMI Health. Amounts paid under a previous dental care plan, whether administered by EMI Health or any other carrier, for orthodontic benefits will be deducted from the maximum amount payable for orthodontic benefits under this Plan.

*Medically Necessary or Medical Necessity* means health care services or product that a prudent health care professional would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is

- In accordance with generally accepted standards of medical practice in the United States;
- Clinically appropriate in terms of type, frequency, extent, site, and duration;
- Not primarily for the convenience of the patient, physician, or other health care Providers; and
- Covered under the contract.

When a medical question-of-fact exists, Medically Necessary shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and known to be effective. For interventions not yet in widespread use, the effectiveness shall be based on Scientific Evidence. For established interventions, the effectiveness shall be based on Scientific Evidence, professional standards, and expert opinion.

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**Participating Provider** means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, anesthetist, etc., or a facility operating within the scope of its license, who has contracted with the Plan to render covered services and who has otherwise met the criteria and requirements for participation in the Plan.

**Plan** means EMI Health Advantage Plus Dental Plan.

**Policyholder** means the Policyholder as stated on the face page of the policy.

**Premium Assistance** means assistance under Utah Code Title 26, Chapter 18, Medical Assistance Act, in the payment of premium.

**Primary Plan** means a plan whose benefits for a person's health care coverage must be determined without taking the existence of any other plan into consideration.

**Provider** means a health care practitioner operating within the scope of his license, i.e., physician, oral surgeon, Dentist, chiropractor, anesthetist, etc. Provider also means a facility operating within the scope of its license.

**Reliable Evidence** means only published reports and articles in the authoritative medical and scientific literature, the written protocol or protocols used by the treating facility, or the protocol(s) of another facility studying the same drug, device, medical treatment, or procedure.

**Scientific Evidence** means 1) scientific studies published in, or accepted for publication by, medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff, or 2) findings, studies, or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes. Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

**Secondary Medical Condition** means a complication related to an Exclusion from coverage in the Plan.

**Secondary Plan** means any plan that is not a Primary Plan.

**Security Standards** means the final rule implementing HIPAA's Security Standards for the Protection of Electronic PHI, as amended.

**Special Enrollment** means the right of an individual to enroll during the plan year, rather than waiting for the next Open Enrollment period, if He has experienced a qualifying event (including marriage, divorce, birth, adoption, placement for adoption, loss of other insurance coverage, or approval to receive a Premium Assistance) under HIPAA or ERISA regulations. The Subscriber must complete a new enrollment form and submit it to EMI Health within 31 days of any change in coverage or status.

**Spouse** means the person to whom the Subscriber is lawfully married or the person to whom the Subscriber is lawfully recognized as a common law Spouse.

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*Subrogation* means the right that EMI Health has by virtue of this contract, and also by virtue of common law, to recover from a third party, or other responsible insurance, monies that EMI Health has advanced or paid to or on behalf of an Insured, where such monies were paid as a result of an injury to the Insured that was the fault of the third party.

*Subscriber* means the individual employed by the Policyholder and enrolled with the Plan to receive covered services, through whom Dependents may also be enrolled with the Plan. Subscribers are also Insureds. The term Subscriber may include eligible early retirees.

*Summary of Benefits* means the outline of benefits as established by this policy.

*Table of Allowances* means the schedule for payment of Eligible Expenses established by EMI Health.

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**EMI HEALTH**

EDUCATORS MUTUAL INSURANCE ASSOCIATION OF UTAH  
EDUCATORS HEALTH PLANS LIFE, ACCIDENT, AND HEALTH

**NOTICE OF PRIVACY PRACTICES**

Effective: January 1, 2014

If you participate in any of the following benefits:

- Medical Benefits
- Dental Benefits
- Vision Benefits

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

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## Section 1. Introduction

Educators Mutual Insurance Association of Utah and its affiliates listed above ("Health Plan") are dedicated to maintaining the privacy of your health information. This Notice governs certain health insurance benefits that you may purchase from us (i.e., Medical, Dental, and Vision benefits).

The Health Plan is required by law to maintain the privacy of your personally identifiable health information or "Protected Health Information" ("PHI") and to inform you about:

- how it uses and discloses your PHI;
- your privacy rights with respect to your PHI;
- the Health Plan's duties with respect to your PHI;
- your right to file a complaint with the Health Plan or with the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about the Health Plan's privacy practices.

The term "Protected Health Information" or "PHI" means all individually identifiable health information transmitted or maintained by the Health Plan, regardless of form (oral, written, electronic).

The Health Plan is required to comply with the terms of this Notice. However, the Health Plan reserves the right to change its privacy practices and to apply the changes to all PHI received or maintained by the Health Plan, including PHI received or maintained prior to the change. If a privacy practice described in this Notice is changed, a revised version of this Notice will be provided to all individuals then covered under the Health Plan for whom the Plan still maintains PHI. The revised notice will be posted on the Health Plan's website at [www.emihealth.com](http://www.emihealth.com) and will be sent to you via e-mail.

Any revised version of this Notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual rights, the duties of the Health Plan or the other privacy practices described in this Notice.

## Section 2. Notice of PHI Uses and Disclosures

Except as otherwise indicated in this Notice, uses and disclosures will be made only with your written authorization, subject to your right to revoke such authorization. Please note that Utah Law may impose additional restrictions on how the Health Plan may use and/or disclose specific types of health information (e.g., health information that relates to HIV/AIDS, domestic violence/abuse and substance abuse and chemical dependency) beyond those described below. In other words, we may further restrict the uses and disclosures described herein for the types of information listed above, where required by state law in Utah.

### A. Required PHI Uses and Disclosures

Upon your request, the Health Plan is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Health Plan's compliance with the privacy regulations.

The Health Plan may contract with business associates for certain services related to the Health Plan. PHI about you may be disclosed to these business associates so that they can perform contracted services. To protect your PHI, each business associate is required to appropriately safeguard your PHI.

The following categories describe the different ways in which the Health Plan (and its business associates, as applicable) may use and disclose your PHI.

### B. Uses and disclosures to carry out treatment, payment and health care operations

The Health Plan may use and disclose your PHI to carry out treatment, payment and health care operations.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers.

For example, the Health Plan may disclose to a treating specialist the name of your physician so that the specialist may ask for your lab results from the primary care physician.

*Payment* includes but is not limited to actions to make coverage determinations and payment (including billing, claims management, subrogation, plan reimbursement, reviews for medical necessity and appropriateness of care and utilization review and preauthorizations).

For example, the Health Plan may inform a physician whether you are eligible for coverage or what percentage of the bill will be paid by the Health Plan.

*Health care operations* include but are not limited to quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating and other insurance activities relating to creating or renewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. The Health Plan may not use or disclose PHI that is genetic information for underwriting purposes.

For example, the Health Plan may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions.

The Health Plan may also use PHI to contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

#### C. Authorized uses and disclosures

You must provide the Health Plan with your written authorization for the types of uses and disclosures that are not identified by this Notice or permitted or required by applicable law. In addition, your written authorization generally will be obtained before the Health Plan will use or disclose psychotherapy notes about you from your mental health professional. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. The Health Plan may use and disclose such notes when needed by the Health Plan to defend against a legal action or other proceeding filed by you, and in other limited instances, without your written authorization.

Any authorization you provide to the Health Plan regarding the use and disclosure of your health information may be revoked at any time in writing. After you revoke your authorization, the Health Plan will no longer use or disclose your PHI for the reasons described in the authorization, except for the two situations noted below:

- The Health Plan has taken action in reliance on your authorization before it received your written revocation; or
- You were required to give the Health Plan your authorization as a condition of obtaining coverage.

#### D. Uses and disclosures that require that you be given an opportunity to agree or disagree prior to the use or release

Disclosure of your PHI to family members, other relatives and your close personal friends is allowed if

- the information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- you have either agreed to the disclosure or have been given an opportunity to object and have not objected.

#### E. Uses and disclosures for which consent, authorization or opportunity to object is not required

Use and disclosure of your PHI is allowed without your consent, authorization or request under the following circumstances:

- When required by law.
- When permitted for purposes of public health activities, including when necessary to report product defects, to permit product recalls and to conduct post-marketing surveillance. PHI may also be used or

disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law. PHI may also be disclosed to a public health authority authorized to receive reports of child abuse, under certain circumstances.

- When authorized by law to report information about abuse, neglect or domestic violence to public authorities if there exists a reasonable belief that you may be a victim of abuse, neglect or domestic violence. In such case, the Health Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm.
- To a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
- When required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met.
- For law enforcement purposes, including to report certain types of wounds or for the purpose of identifying or locating a suspect, fugitive, material witness or missing person, provided certain requirements are met. The Health Plan may also disclose PHI about an individual who is or is suspected to be a victim of a crime, under certain circumstances.
- When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Also, disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.
- For research, subject to certain conditions.
- When consistent with applicable law and standards of ethical conduct if the Health Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

### Section 3. Rights of Individuals

#### A. Right to Request Restrictions on PHI Uses and Disclosures

You may request that the Health Plan restrict uses and disclosures of your PHI to carry out treatment, payment or health care operations, or restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Health Plan is not required to agree to your request.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

If you wish to make a request to restrict uses and disclosures of your PHI, you should make your request at the address listed at the end of this Notice.

#### B. Right to Request Communications by Alternative Means/Locations

The Health Plan will accommodate reasonable requests to receive communications of PHI by alternative means or at alternative locations if you state that the disclosure of all or part of your PHI could endanger you.

You or your personal representative will be required to complete a form to request alternative communications.

If you wish to make a request for communications by alternative means, you should make your request to the address listed at the end of this Notice.

#### C. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set" for as long as the Health Plan maintains the PHI.

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*“Designated Record Set”* includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used by the Health Plan to make decisions about individuals.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set.

If you wish to make a request for access, you should make your request to the address listed at the end of this Notice.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. If the Health Plan is unable to meet this timeline, it may exercise a single 30-day extension under certain circumstances.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise review rights, if any, and a description of how you may complain to the Secretary of the U.S. Department of Health and Human Services.

#### *D. Right to Amend PHI*

You have the right to request the Health Plan amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set. You or your personal representative will be required to complete a form to request amendment of the PHI in your designated record set.

If you wish to make a request to amend PHI, you should make your request to the address listed at the end of this Notice.

The Health Plan has 60 days after the request is made to act on the request. A single 30-day extension is permitted if the Health Plan is unable to comply with the deadline. If your request is denied in whole or part, the Health Plan must provide you with a written explanation of the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

#### *E. Right to Receive an Accounting of PHI Disclosures*

At your request, the Health Plan will also provide you with an accounting of disclosures by the Health Plan of your PHI during the six years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to you about your own PHI; or (3) pursuant to your authorization.

If you request more than one accounting within a 12-month period, the Plan may charge a reasonable, cost-based health fee for each subsequent accounting. You or your personal representative will be required to complete a form to request an accounting. If you wish to make a request for an accounting, you should make your request to the address listed below at the end of this Notice.

If the Health Plan cannot provide you with an accounting within 60 days, a single 30-day extension is permitted, provided the health plan gives you a written statement of the reasons for the delay and the date by which the accounting will be provided.

#### *F. The Right to Receive a Paper Copy of This Notice Upon Request*

To obtain a paper copy of this Notice contact:

Privacy Officer  
EMI Health  
852 East Arrowhead Lane  
Murray, Utah 84107-5298  
Telephone: Salt Lake City (801) 262-7476

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Outside Salt Lake City (800) 662-5850  
Outside Utah (800) 548-5264

*G. A Note About Personal Representatives*

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- a power of attorney for health care purposes, notarized by a notary public;
- a court order of appointment of the person as the conservator or guardian of the individual; or
- proof that the individual is the parent of a minor child.

The Health Plan retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

**Section 4. Your Right to File a Complaint With the Plans or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Health Plan in case of:

Privacy Officers

EMI Health  
852 E. Arrowhead Lane  
Murray, Utah 84107

You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services.

The Health Plan will not retaliate against you for filing a complaint.

**Section 5. Whom to Contact at the Plan for More Information**

If you have any questions regarding this Notice or the subjects addressed in it, or would like to exercise one or more of your individual rights you may contact:

Privacy Officer  
EMI Health  
852 E. Arrowhead Lane  
Murray, Utah 84107  
Contact: Privacy Officer

Telephone: Salt Lake City (801) 262-7476  
Outside Salt Lake City (800) 662-5850  
Outside Utah (800) 548-5264

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- 72

I agree to the [Terms of Use](#) and [Consumer Disclosure](#) of this document



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Language English: US

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**Resolution No. 15-11**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH STAKER PARSON FOR 2015 ROAD CHIP AND SEAL PROJECT, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds that it necessary to address 2015 road chip and seal needs within the city; and,

**WHEREAS**, the City Council finds that the city staff recommends that the city contract with Staker Parson for the provision of 2015 Road Chip and Seal Project; and,

**WHEREAS**, the City Council finds that Staker Parson has the professional ability to provide for these services to meet the city's needs; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by contracting with Staker Parson to provide such services; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:**

**SECTION II - CONTRACT AUTHORIZED**

That The "Staker Parson 2015 Road Chip And Seal Project Agreement" Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

**SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

**SECTION V - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

**SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of April, 2015, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH, on this 7<sup>th</sup> day of April, 2015**

**SOUTH OGDEN CITY**

\_\_\_\_\_  
James F. Minster  
Mayor

**ATTEST:**

\_\_\_\_\_  
Leesa Kapetanov  
City Recorder

# **ATTACHMENT “A”**

## **Resolution No. 15-11**

Resolution Of South Ogden City Approving An Agreement With Staker Parson For 2015 Road  
Chip And Seal Project, And Providing That This Resolution Shall Become Effective  
Immediately Upon Posting And Final Passage.

07 Apr 15

[Attachment To Be Provided by the Public Works Department]

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Staker & Parson Companies** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of furnishing and installing a chip seal w/ fog coat on 57,000 s.y. of existing road surface. The work performed shall consist of furnishing all labor, equipment, materials and all other items required to complete the Work.

## ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

### 2015 CHIP AND SEAL COAT PROJECT

## ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work specified in the Contract Documents shall be completed on or before July 31<sup>st</sup>, 2015. Once all work is completed and approved by OWNER, final payment will be issued to the CONTRACTOR 30 days from the submittal of the final payment request.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for completion until the Work is accepted.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Furnish and Install Chip Seal w/ Fog Coat on Existing City Streets:	57,000	S.Y.	\$2.35	\$133,950.00

TOTAL OF ALL UNIT PRICES **ONE HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED FIFTY AND NO CENTS (\$133,950.00)**.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### **ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

#### **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### **9.01 Contents:**

- A. The Contract Documents consist of the following:
1. This Agreement;
  2. Performance Bond;
  3. Payment Bond;
  4. Bid Bonds;
  5. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
  6. Supplementary Conditions;
  7. Specifications as listed in the table of contents of the Project Manual;
  8. Bid Form;
  9. Drawings as listed in the table of contents of the Project Manual;
  10. Addenda Numbers (N/A):
  11. Exhibits this Agreements;
    1. Notice to Proceed;
    2. CONTRACTOR's Bid;
    3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
  12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - Written Amendments;
    - Work Change Directives;
    - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

10.01 *Terms*: Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract*: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2015 (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

SOUTH OGDEN CITY CORPORATION

STAKER & PARSON COMPANIES

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**Resolution No. 15-11**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH STAKER PARSON FOR 2015 ROAD CHIP AND SEAL PROJECT, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds that it necessary to address 2015 road chip and seal needs within the city; and,

**WHEREAS**, the City Council finds that the city staff recommends that the city contract with Staker Parson for the provision of 2015 Road Chip and Seal Project; and,

**WHEREAS**, the City Council finds that Staker Parson has the professional ability to provide for these services to meet the city's needs; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by contracting with Staker Parson to provide such services; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:**

**SECTION II - CONTRACT AUTHORIZED**

That The "Staker Parson 2015 Road Chip And Seal Project Agreement" Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

**SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

**SECTION V - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

**SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of April, 2015, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH, on this 7<sup>th</sup> day of April, 2015**

**SOUTH OGDEN CITY**

\_\_\_\_\_  
James F. Minster  
Mayor

**ATTEST:**

\_\_\_\_\_  
Leesa Kapetanov  
City Recorder

# **ATTACHMENT “A”**

## **Resolution No. 15-11**

Resolution Of South Ogden City Approving An Agreement With Staker Parson For 2015 Road  
Chip And Seal Project, And Providing That This Resolution Shall Become Effective  
Immediately Upon Posting And Final Passage.

07 Apr 15

[Attachment To Be Provided by the Public Works Department]

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Staker & Parson Companies** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of furnishing and installing a chip seal w/ fog coat on 57,000 s.y. of existing road surface. The work performed shall consist of furnishing all labor, equipment, materials and all other items required to complete the Work.

## ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

### 2015 CHIP AND SEAL COAT PROJECT

## ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work specified in the Contract Documents shall be completed on or before July 31<sup>st</sup>, 2015. Once all work is completed and approved by OWNER, final payment will be issued to the CONTRACTOR 30 days from the submittal of the final payment request.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for completion until the Work is accepted.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Furnish and Install Chip Seal w/ Fog Coat on Existing City Streets:	57,000	S.Y.	\$2.35	\$133,950.00

TOTAL OF ALL UNIT PRICES **ONE HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED FIFTY AND NO CENTS (\$133,950.00)**.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### **ARTICLE 7 - INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

#### **ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### **9.01 Contents:**

- A. The Contract Documents consist of the following:
1. This Agreement;
  2. Performance Bond;
  3. Payment Bond;
  4. Bid Bonds;
  5. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
  6. Supplementary Conditions;
  7. Specifications as listed in the table of contents of the Project Manual;
  8. Bid Form;
  9. Drawings as listed in the table of contents of the Project Manual;
  10. Addenda Numbers (N/A):
  11. Exhibits this Agreements;
    1. Notice to Proceed;
    2. CONTRACTOR's Bid;
    3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
  12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - Written Amendments;
    - Work Change Directives;
    - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

10.01 *Terms*: Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract*: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2015 (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

SOUTH OGDEN CITY CORPORATION

STAKER & PARSON COMPANIES

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**Resolution No. 15-12**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH B&K FOX CONSTRUCTION FOR STORM DRAIN REPAIR PROJECT, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that it necessary to address 2015 storm drain repair project within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with Staker Parson for the provision of 2015 storm drain repair project; and,

WHEREAS, the City Council finds that Staker Parson has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with B&K Fox Construction to provide such services; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:**

**SECTION II - CONTRACT AUTHORIZED**

That The "B&K Fox Construction for Storm Drain Repair Project Agreement" Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

**SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

**SECTION V - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

**SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of April, 2015, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH, on this 7<sup>th</sup> day of April, 2015**

**SOUTH OGDEN CITY**

\_\_\_\_\_  
James F. Minster  
Mayor

**ATTEST:**

\_\_\_\_\_  
Leesa Kapetanov  
City Recorder

# **ATTACHMENT “A”**

## **Resolution No. 15-12**

Resolution Of South Ogden City Approving An Agreement With B&K Fox Construction For Storm Drain Repair Project, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

07 Apr 15

[Attachment To Be Provided by the Public Works Department]

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between SOUTH OGDEN CITY CORPORATION (hereinafter called OWNER) and B&K FOX CONTRACTORS, INC. (Hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

DESCRIPTION OF WORK: The work consists of furnishing and installing 130 L.F. of HDPE with 2-45 degree bends. Concrete collars around pipe next to 2 manholes. Remove old existing pipe and cover pipe with 2 loads of imported fill.

## ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

### COUNTRY CLUB STORM DRAIN PROJECT

## ARTICLE 3- CONTRACT TIMES

3.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Completion and Final Payment:* The Work will be completed within **30** working days following Notice to Proceed.

3.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty); CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 3.02 for Completion until the Work is accepted.

## ARTICLE 4- CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Remove existing pipe and Install New 18” HDPE pipe:	130	L.F.	\$6750.00	\$6750.00

TOTAL OF ALL UNIT PRICES Six Thousand Seven Hundred Fifty Dollar and No Cents  
( \$ 6750.00 ).

**ARTICLE 5- PAYMENT PROCEDURES**

5.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per each month.

5.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 5.02(1)(A) and 5.02(1)(B). All such payments will be measured by the schedule of values indicated:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may determine or OWNER may withhold, in accordance with the following:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by the OWNER, and if the character and progress of the Work have been satisfactory, OWNER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed.

5.03 *Final Payment:* Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price.

## **ARTICLE 6- INTEREST**

6.01 All moneys not paid when due shall bear interest at the rate of     1%     per annum.

## **ARTICLE 7- CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at, or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8- CONTRACT DOCUMENTS**

8.01 *Contents:*

- A. The Contract Documents consist of the following:
1. This Agreement;
  2. Exhibits these Agreements;
    1. Notice to Proceed;
    2. CONTRACTOR's Bid;
    3. Documentation submitted by CONTRACTOR prior to Notice of Award;
  3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;  
Work Change Directives;  
Change Order(s).
- B. The documents listed in paragraph 8.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented by OWNER through work change orders or quantity modifications.

## **ARTICLE 9- MISCELLANEOUS**

9.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

SOUTH OGDEN CITY CORPORATION

CONWEST, INC.

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_













# City Council Staff Report



**Subject:** Resolution 15-13 – Interlocal Agreement  
With Weber County for Election Services  
**Author:** Leesa Kapetanov  
**Department:** Administration  
**Date:** April 7, 2015

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## **Recommendation**

Staff recommends approval of Resolution 15-13

## **Background**

The council determined earlier that you would like to hold a hybrid vote-by-mail election this year. This interlocal agreement puts in writing the proposed costs for the hybrid election, but with a SURPRISE BONUS!

As you may know, the legislature passed the quarter cent transportation tax option to provide funding to cities and counties for transportation funding, the caveat being that the quarter cent tax option had to be voted on and approved by residents before it could be implemented. Since this is a municipal election year, Weber County has asked the cities if they would include the quarter cent tax option on the ballot and offered to pay half the election costs of each city for the November Election. Of course we said yes! Not only will we start receiving the transportation funding sooner, but our election costs will be less. Nothing wrong with that picture! Of course, the funding will depend on the voters, so please get out and encourage the residents of Weber County to vote yes on this important issue.

## **Analysis**

The county is very fair and reasonable in its election costs and the use of their equipment and expertise.

## **Significant Impacts**

There is a financial impact for the election services, but the costs have already been figured into the budget and should not have any negative impacts.

**RESOLUTION NO. 15-13**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND WEBER COUNTY, AUTHORIZING THE PARTIES TO ENTER INTO AN AGREEMENT WHEREIN WEBER COUNTY WILL PROVIDE ELECTION SERVICES FOR SOUTH OGDEN CITY FOR ITS UPCOMING PRIMARY AND GENERAL ELECTIONS; AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**SECTION 1 - RECITALS**

WHEREAS, the City of South Ogden (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code (“UC”) §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., as amended, (the “Act”), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another for joint or cooperative action under the Act; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that in conformance with UC §11-13-1, the City may enter into Interlocal Cooperation Agreements; and,

WHEREAS, the City Council finds that Weber County has the ability, and is willing, to provide services to South Ogden City to support upcoming primary and general elections for 2015 and to provide those and other related services on behalf of the City in a manner that is beneficial to the City (the “Agreements”); and,

WHEREAS, the City Council finds that entering into and supporting the Agreement is in the best interest of the citizens of South Ogden City and a necessary condition to conducting elections for local offices for 2015; and,

WHEREAS, the City Council finds that it will be beneficial to the City to enter into a contractual relationship with Weber County for the provision of these mutually beneficial services; and,

WHEREAS, such agreements require the signature of an authorized official of the City; and,

WHEREAS, the City Manager of South Ogden is the chief administrative officer and representative of the City;

**NOW, THEREFORE, BE IT RESOLVED:**

The Governing Body of South Ogden City, State of Utah, authorizes entry into all agreements with Weber County that may be necessary to effectuate the County's assistance and service provision in conducting the City's local elections for 2015 as set out in **Attachment "A"** attached hereto, and by this reference fully incorporated; and authorizes the City Manager to sign all contracts, agreements, or other documents to consummate said agreements; and, authorizes the City Recorder to sign any documents as required attesting to the fact that the City Manager has been duly authorized to enter into such arrangements on behalf of the City.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

**SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:**

All orders and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

**SECTION 3 - PRIOR RESOLUTIONS:**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION 4 - SAVINGS CLAUSE:**

If any provision of this Resolution shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

**SECTION 5 - DATE OF EFFECT:**

This Resolution shall be effective on the 7<sup>th</sup> day of April, 2015, and after publication or posting as required by law.

**PASSED AND ADOPTED** BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 7<sup>th</sup> day of April, 2015.

SOUTH OGDEN CITY

---

James F. Minster  
Mayor

ATTEST:

---

Leesa Kapetanov  
City Recorder

# **ATTACHMENT “A”**

## **RESOLUTION NO. 15-13**

A Resolution Approving And Authorizing The Execution Of Interlocal Agreement Between South Ogden City And Weber County, Authorizing The Parties To Enter Into An Agreement Wherein Weber County Will Provide Election Services For South Ogden City For Its Upcoming Primary And General Elections; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

07 Apr 15

[Attachment To Be Provided by the Public Works Department]

City Contract No. \_\_\_\_\_  
County Contract No. \_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN**  
**WEBER COUNTY**  
**on behalf of the**  
**WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION**  
**-AND-**  
**SOUTH OGDEN CITY**

THIS AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and SOUTH OGDEN CITY (“City”). The County and the City are sometimes referred to collectively as the “Parties” and may be referred to individually as a “Party.”

**WITNESSETH:**

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2015 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2016. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel

this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2015 primary and general municipal election.

3. **Legal Requirements.** The County and the City understand and agree that the 2015 primary and general municipal election are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a

written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (“Act”). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The City shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of

cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold County harmless, including providing legal defense costs on behalf of the County, as a result of any legal or administrative claim, action or proceeding brought against the County by any person or entity claiming that the County violated any state or federal law by providing election services under this Agreement.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the City and the County (for purposes of this section, each a “Party” and collectively the “Parties”) agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

SOUTH OGDEN CITY

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

ATTEST:

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

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
City Attorney

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

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

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

Kerry Gibson, Chair  
Commissioner Gibson voted \_\_\_\_\_  
Commissioner Bell voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
County Attorney

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

**Exhibit A**  
**2015 Municipal Elections**  
**Scope of Work for Hybrid Election Services**

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all Public Notice(s) required by law.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City. This includes participation in the Election Day Voter Registration Pilot Project in accordance with Utah Code Ann. § 20A-4-108.

Services the County will perform for the City include, but are not limited to:

- By-Mail Ballot Administration (for all active registered voters)
- Ballot Layout and Design
- Printing Optical Scan Ballots
- Program and Test Voting Equipment (if necessary)
- Program Electronic Voter Register
- Poll Worker Recruitment & Training (if necessary)
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit B). Election costs are variable and are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

**Exhibit B**  
**2015 Municipal Elections**  
**Cost Estimate for Hybrid Election Services**

Below is the good faith estimate for the upcoming *2015 Municipal Election* for the City of SOUTH OGDEN. The City will be billed for actual costs, which will not exceed this estimate. The estimate herein does not include any Public Notice expenditures as such expenses are administered by the City.

The cost estimate is calculated using the following variables and assumes both a primary and general election will be held:

<b>Primary Election</b>	<b>Amount</b>
Active Registered Voters	7,358
Anticipated Voter Turn-Out	28%
Precincts	12
Number of Polling Locations	1
Number of Voting Machines	3
Number of Poll Workers	3
Number of Electronic Registers	1
Number of Ballot Styles	1
Offices up for Election:	
Mayor	0
City Council Seats	3
<b>Estimated Cost</b>	<b>\$9,649</b>

<b>General Election</b>	<b>Amount</b>
Active Registered Voters	7,358
Anticipated Voter Turn-Out	48%
Precincts	12
Number of Polling Locations	1
Number of Voting Machines	3
Number of Poll Workers	3
Number of Electronic Registers	1
Number of Ballot Styles	1
Offices up for Election:	
Mayor	0
City Council Seats	3
<b>Estimated Cost</b>	<b>\$4,824</b>

**Resolution No. 15-14**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH CEM AQUATICS FOR INSTALLATION OF SPLASH PAD UV FILTER, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds that it necessary to address splash pad UV filter needs within the city; and,

**WHEREAS**, the City Council finds that the city staff recommends that the city contract with CEM for the provision of splash pad UV filter project; and,

**WHEREAS**, the City Council finds that CEM has the professional ability to provide for these services to meet the city's needs; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by contracting with CEM to provide such services; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:**

**SECTION II - CONTRACT AUTHORIZED**

That The "CEM Splash Pad UV Filter Project Agreement" Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

**SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

**SECTION V - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

**SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of April, 2015, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH, on this 7<sup>th</sup> day of April, 2015**

**SOUTH OGDEN CITY**

\_\_\_\_\_  
James F. Minster  
Mayor

**ATTEST:**

\_\_\_\_\_  
Leesa Kapetanov  
City Recorder

# **ATTACHMENT “A”**

## **Resolution No. 15-14**

Resolution Of South Ogden City Approving An Agreement With CEM Aquatics For Installation Of Splash Pad UV Filter, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

07 Apr 15

[Attachment to be Provided by Public Works Department]

**Resolution No. 15-15**

**RESOLUTION OF SOUTH OGDEN CITY ESTABLISHING A SOUTH OGDEN ARTS COUNCIL, PROVIDING THAT THE CITY COUNCIL SHALL SERVE AS THE ARTS COUNCIL, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds that it necessary to address opportunities and ways to provide for arts service and activity needs within the city; and,

**WHEREAS**, the City Council finds that the city staff recommends that the city create a South Ogden City Arts Council for the provision of opportunities and ways to provide for arts service and activity project; and,

**WHEREAS**, the City Council finds that creating such an Arts Council will materially assist in providing services and activities to meet the city's arts and cultural needs; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by Creating a South Ogden City Arts Council CEM to provide such services; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:**

**SECTION II - South Ogden City Arts Council Created**

The South Ogden City Arts Council Is Hereby Created And The City Council Is Designated, And Shall Serve, As That Body. The City Recorder Is Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

**SECTION III - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION IV - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

**SECTION V - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

**SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of April, 2015, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,  
STATE OF UTAH,** on this 7<sup>th</sup> day of April, 2015

**SOUTH OGDEN CITY**

\_\_\_\_\_  
James F. Minster  
Mayor

**ATTEST:**

\_\_\_\_\_  
Leesa Kapetanov  
City Recorder

# City Council Staff Report



**Subject:** GLP Quarterly Report  
**Author:** Andrew Hyder  
**Department:** Administration  
**Date:** 04/07/15

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## **Background**

Last quarter The City saw a slowdown of applications since the surge of applications from the third letter. There are still property owners who have not applied for a Rental Dwelling License.

## **Analysis**

Even though the program is growing at a slower rate, the amount of partial applications has gone down. We have been in contact with property owners to let them know when Good Landlord classes will be held, which has helped. The most common reason stated for not wanting to take part in the program was the limited opportunity to attend classes. Being able to update residents of class times in and out of South Ogden has been working.

The Good Landlord (one of our Good Landlord class providers) has built an on-line class option for property owners looking to renew their certificate. They are currently working on an on-line version for first-time class takers and property owners/managers who live out of state.

The City still receives applications opting out of the program, however it is less than last quarter.

## **Final Analysis**

Communication remains the main focus of the program. Having open communication with our vendors and residents has helped complete applications, get people into classes, and given more incentives to think of South Ogden when shopping for locations for classes.

The staff has discussed the next step to contact property owners who have not responded.

We have contacted Weber County to compile an updated list of possible rental properties and Andrew will revise the current list.

After every effort to contact those who have not responded, we will begin sending registered letters as the first step to charging owners of rental properties with operating a business without a license.

<u>Event</u>	<u>Date</u>	<u>Data</u>	<u>Notes</u>
<b>Employee Recognition Dinner</b>			
 <p><b>Recognition Dinner</b>                  Honoring South Ogden employees for their years of service!                  @ HUB801 events                  3525 RIVERDALE ROAD                  OGDEN, UT 84405                  Click here to R.S.V.P.                  FRIDAY JANUARY 9, 2015 - 6PM TO 8PM</p>	<p>1/15/15</p>	<ul style="list-style-type: none"> <li>• Employee of the year awarded to Captain Bret Bronson</li> <li>• Approximately 40-60 employees and guests were in attendance</li> <li>• 14 Service awards were presented to staff</li> <li>• 4 of the 14 employees showed up to receive their award</li> <li>• Best turnout was by the Recreation Department and the Fire Department</li> </ul>	<p>The best part about this event was the employee of the year award which was given to the well deserving Captain Bret Bronson. The food was delicious and we accomplished a new goal by keeping the money in South Ogden by having it catered by Texas Roadhouse. HUB-801 provided a beautiful venue at a discounted rate as well! For the future I recommend we change the way we do events for staff. Our attendance is poor at most events designed for employees; however this event hit an all-time low! In my opinion this was a complete waste of city funds.</p>
<b>MLK Day of Service – JANUARY 2015</b>			
 <p>January 19th 2014  <b>MLK - Day of Service</b>                  Join us in putting his dream into action!                  1 Breakfast &amp; Volunteer Check-in 8am to 10am                  2 Service projects around town! 10am to 12noon                  Register to volunteer online at: www.southogden.com/mlk.day.of.service</p>	<p>1/19/15</p>	<ul style="list-style-type: none"> <li>• 38 Volunteers</li> <li>• 4 Service Destinations</li> <li>• 76 hours of service given</li> </ul>	<p>This was a very fun activity! The individuals in the community who came out to support were absolutely wonderful! The service destinations were diverse and provided opportunities for young and old to help fulfill MLK's dream! Breakfast was donated by Fresh Market. Shirts were donated by Republic Services.</p>
<b>Taste the Local Love – FEBRUARY 2015</b>			

		8/13/2014	<ul style="list-style-type: none"> <li>• 24 Local Vendors</li> <li>• Over 300 attendees</li> <li>• Thousands of free samples!</li> <li>• Great Entertainment</li> </ul>	<p>What a success! This event was community centered and fun for those in attendance. This event was designed to connect community members with local restaurants, bakeries and food businesses. HUB-801 agreed to sponsor this event, providing us an incredible discount! Treeo also donated funding for the event and were recognized as a sponsor.</p>
SOFI Committee				
		Jan-Mar	<ul style="list-style-type: none"> <li>• 6 community members and business owners were selected to serve on the SOFI committee for 2015</li> </ul> <p>-January: The community was made award of this awards program          -February: The SOFI committee was organized and conducted their first meeting!          -March: The SOFI committee decided upon 10 awards categories and the nomination form was shared with the public</p>	

Upcoming Events for next Quarter:

6/18: South Ogden's Got Talent  
 6/18: 5k and Kids K Races  
 6/19: Rock n' Rods Car/Motorcycle Show  
 6/19: 60's Dance Party in the Park!  
 6/19: Movie in the Park  
 6/19: SOFI Awards Presentation  
 6/19 & 6/20: Vendors & Entertainment

6/19 & 6/20: Carnival  
 6/20: Music Experience Tent  
 6/20: Parade  
 6/20: Mud Volleyball Tournament  
 6/20: South Ogden's Got Talent  
 6/20: Concert & Fireworks Show  
 6/22: Golf Tournament