



**EPHRAIM CITY COUNCIL
WORK MEETING AGENDA
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, January 6, 2016
5:30 PM**

CALL TO ORDER

ROLL CALL

I. DISCUSSION AGENDA

A. Wayfinding (Brant Hanson)

Added B. Dept. of Wildlife Deer Population Presentation (Len Gasser)

C. Agenda Review

ADJOURNMENT

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder / Authorized Agent, does hereby certify that the above notice and agenda was posted this 4th day of January, 2016. A copy was also provided to the local media and posted on the Utah State website.

**LEIGH ANN WARNOCK
EPHRAIM CITY RECORDER**



**EPHRAIM CITY COUNCIL
REGULAR MEETING AGENDA
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, January 6, 2016
6:00 PM**

CALL TO ORDER

OPENING CEREMONY

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

ROLL CALL

PUBLIC COMMENT

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

I. PRESENTATIONS

- A. Swearing in Ceremony for new Ephraim City Councilmembers**
- B. Recreation Board**

II. MOTION AGENDA

- A. Ratification of the December 15, 2015 Warrant Register** **PAGE**
- B. Approval of the January 5, 2016 Warrant Register** **6**
- C. Approval of the Minutes of the following City Council Meetings:**
 - 1. November 12, 2015 Special Meeting – Election Canvass** **16**
 - 2. November 18, 2015 Work Meeting** **18**
 - 3. November 18, 2015 Regular City Council Meeting** **20**
 - 4. December 2, 2015 Work Meeting** **27**
 - 5. December 2, 2015 Regular City Council Meeting** **28**

Added

D. Election of Mayor Pro Tem

Election and approval of Mayor Pro Tem by the City Council.

E. Appointment of Ephraim City Recorder and Treasurer

Approval of reappointment of Leigh Ann Warnock as the Ephraim City Recorder and Leah Romero as Treasurer.

F. Eagle Project Approval: Graysen Pierson

Graysen Pierson seeks approval from the City Council for his Eagle project to be completed within the City.

G. Auditor's Report

Approval of the 2014-2015 Audit Report, presented by Larsen and Company.

H. Approval of Staff Recommendations:

- 1. Final Approval: Davies Subdivision** **31**

Authorize final approval of the Davies Design, LLC four-lot duplex subdivision located at approximately 235 West Center Street.
(Bryan Kimball)
- 2. Commercial Alarm System Agreement: Fire Protection Service Corporation** **35**

Approve two commercial alarm system agreements with Fire Protection Service Corporation for City Hall and the Ephraim Library. (Brant Hanson)

3. Bid Award: Grazing Lease Agreements: Nate Thompson

Approve the following 3-year grazing lease agreements with Nate Thompson:

- S-5271 - 30.5 acres at \$80 per acre annually plus property taxes 42
- S-5964 - 16.24 acres at \$80 per acre annually plus property taxes 45
- S-5996x – 3.29 acres at \$243.16 per acre annually plus property taxes 48

(Brant Hanson)

III. APPOINTMENTS AND COUNCIL REPORTS

Discussion and possible action on the following items:

A. Appointments
B. Council Reports

1. City Council may report on meetings/events attended and issues discussed in meetings/events attended by a Councilmember in their official capacity as the City's representative.
2. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.
3. City Council report of upcoming meetings.
4. City Council request for agenda items to be placed on future Council Meeting agendas.

IV. DEPARTMENT REPORTS

Department Heads and Administration have an opportunity to report.

A. Fire Department Report: Kerry Steck

V. SUMMARY OF CURRENT EVENTS

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

VI. CLOSED SESSION

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

ADJOURNMENT

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

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LEIGH ANN WARNOCK, EPHRAIM CITY RECORDER

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ALSCO							
325	ALSCO	1707206	LIBRARY-MATS	12/14/2015	42.59	.00	
325	ALSCO	1710142	GEN GOVT-CITY HALL MATS	12/21/2015	38.56	.00	
325	ALSCO	1715834	GEN GOVT-CITY HALL MATS	01/04/2016	38.56	.00	
Total ALSCO:					119.71	.00	
ALTERNATOR ELECTRIC							
255	ALTERNATOR ELECTRIC	2462	SEWER-EQUIPMETN SUPPLIES	12/28/2015	159.95	.00	
Total ALTERNATOR ELECTRIC:					159.95	.00	
ANIXTER POWER SOLUTIONS, LLC							
11488	ANIXTER POWER SOLUTIONS,	3076465-00	POWER-DEPARTMENT SUPPLI	12/15/2015	2,738.95	.00	
11488	ANIXTER POWER SOLUTIONS,	3076586-00	POWER-DEPARTMENT SUPPLI	12/15/2015	641.25	.00	
11488	ANIXTER POWER SOLUTIONS,	3082383-00	POWER-DEPARTMENT SUPPLI	12/18/2015	47.70	.00	
Total ANIXTER POWER SOLUTIONS, LLC:					3,427.90	.00	
ANYWHERE COMMUNICATIONS LLC							
12974	ANYWHERE COMMUNICATION	EPH59	GEN GOVT-BACK UP SYSTEM-	12/17/2015	134.70	.00	
Total ANYWHERE COMMUNICATIONS LLC:					134.70	.00	
CENTER POINT LARGE PRINT							
1413	CENTER POINT LARGE PRINT	1325304	LIBRARY-BOOKS	10/01/2015	41.94	41.94	12/28/2015
1413	CENTER POINT LARGE PRINT	1346884	LIBRARY-BOOKS	12/28/2015	41.94	.00	
Total CENTER POINT LARGE PRINT:					83.88	41.94	
CHAD WOOLLEY, ATTORNEY AT LAW							
1495	CHAD WOOLLEY, ATTORNEY AT	151300	ADMIN-CITY ATTORNEY DUTIE	01/01/2016	3,100.00	.00	
1495	CHAD WOOLLEY, ATTORNEY AT	151300	COURT-PROSECUTOR DUTIES-	01/01/2016	1,400.00	.00	
Total CHAD WOOLLEY, ATTORNEY AT LAW:					4,500.00	.00	
CHILDS, BRENT							
13336	CHILDS, BRENT	1512	FIRE-FIRE SCHOOL-MEALS & M	12/29/2015	358.60	358.60	12/29/2015
Total CHILDS, BRENT:					358.60	358.60	
ECOLIFE							
2527	ECOLIFE	19762	ECHA-PARK EXCAVATING	12/19/2015	440.00	.00	
Total ECOLIFE:					440.00	.00	
ELECTRICAL WHOLESALE SUPPLY OF UTAH							
2555	ELECTRICAL WHOLESALE SUP	910438894	FIRE-DEPARTMENT SUPPLIES	12/03/2015	295.07	295.07	12/29/2015
2555	ELECTRICAL WHOLESALE SUP	910438894A	FIRE-DEPARTMENT SUPPLIES-	12/03/2015	2.95-	2.95-	12/29/2015
2555	ELECTRICAL WHOLESALE SUP	910502442	POWER- DEPARTMENT SUPPLI	12/15/2015	23.09	23.09	12/22/2015
2555	ELECTRICAL WHOLESALE SUP	910525237	FIRE-DEPARTMENT SUPPLIES	12/18/2015	198.90	.00	
2555	ELECTRICAL WHOLESALE SUP	910525238	POWER- DEPARTMENT SUPPLI	12/18/2015	169.98	169.98	12/22/2015
2555	ELECTRICAL WHOLESALE SUP	910525238A	POWER-DEPT SUPPLIES-ON TI	12/18/2015	1.70-	1.70-	12/22/2015

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2555	ELECTRICAL WHOLESale SUP	910525239	POWER- DEPARTMENT SUPPLI	12/18/2015	25.20	25.20	12/22/2015
2555	ELECTRICAL WHOLESale SUP	910525239A	POWER-DEPT SUPPLIES-ON TI	12/18/2015	.25-	.25-	12/22/2015
2555	ELECTRICAL WHOLESale SUP	910525240	POWER- DEPARTMENT SUPPLI	12/18/2015	25.20	25.20	12/22/2015
2555	ELECTRICAL WHOLESale SUP	910525240A	POWER-DEPT SUPPLIES-ON TI	12/18/2015	.25-	.25-	12/22/2015
2555	ELECTRICAL WHOLESale SUP	910525241	POWER- DEPARTMENT SUPPLI	12/18/2015	329.20	329.20	12/22/2015
2555	ELECTRICAL WHOLESale SUP	910525241A	POWER-DEPT SUPPLIES-ON TI	12/18/2015	3.29-	3.29-	12/22/2015
2555	ELECTRICAL WHOLESale SUP	910525242	POWER- DEPARTMENT SUPPLI	12/18/2015	12.60	12.60	12/22/2015
2555	ELECTRICAL WHOLESale SUP	910525242A	POWER-DEPT SUPPLIES-ON TI	12/18/2015	.13-	.13-	12/22/2015
2555	ELECTRICAL WHOLESale SUP	910540917	POWER- DEPARTMENT SUPPLI	12/22/2015	75.38	.00	
2555	ELECTRICAL WHOLESale SUP	910562594	POWER- DEPARTMENT SUPPLI	12/29/2015	24.22	.00	
2555	ELECTRICAL WHOLESale SUP	910562594A	FIRE-DEPARTMENT SUPPLIES-	12/29/2015	.24-	.00	
2555	ELECTRICAL WHOLESale SUP	910569952	POWER- DEPARTMENT SUPPLI	12/31/2015	9.91	.00	
Total ELECTRICAL WHOLESale SUPPLY OF UTAH:					1,179.94	871.77	
EPHRAIM AUTO PARTS-NAPA							
2660	EPHRAIM AUTO PARTS-NAPA	1512	POLICE AUTO PARTS	12/31/2015	70.58	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1512	POWER-AUTO PARTS	12/31/2015	209.45	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1512	FIRE-AUTO PARTS	12/31/2015	11.11	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1512	SEWER-AUTO PARTS	12/31/2015	141.15	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1512	STREET-AUTO PARTS	12/31/2015	141.15	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1512	POWER-AUTO PARTS	12/31/2015	211.72	.00	
2660	EPHRAIM AUTO PARTS-NAPA	1512	WATER-AUTO PARTS	12/31/2015	141.15	.00	
Total EPHRAIM AUTO PARTS-NAPA:					926.31	.00	
EPHRAIM CITY CORP.							
2670	EPHRAIM CITY CORP.	1512A	UTILITIES-AIRPORT-AWOS-631	12/22/2015	8.45	.00	
2670	EPHRAIM CITY CORP.	1512B	UTILITIES-AIRPORT-NORTH HA	12/22/2015	25.91	.00	
2670	EPHRAIM CITY CORP.	1512C	UTILITIES-AIRPORT-5226001	12/22/2015	48.09	.00	
2670	EPHRAIM CITY CORP.	1512D	UTILITIES-AIRPORT LOUNGE-5	12/22/2015	95.16	.00	
2670	EPHRAIM CITY CORP.	1512E	UTILITIES-ECHA-LOT#10-HIDDE	12/22/2015	27.11	.00	
2670	EPHRAIM CITY CORP.	1512F	UTILITIES-ECHA-LOT#19-HIDDE	12/22/2015	23.29	.00	
Total EPHRAIM CITY CORP.:					228.01	.00	
FIRE PROTECTION SERVICE							
11633	FIRE PROTECTION SERVICE	1099834	GEN GOVT-LIBR-FIRE ALARM/S	12/31/2015	111.00	.00	
Total FIRE PROTECTION SERVICE:					111.00	.00	
FRANSON CIVIL ENGINEERS INC.							
13649	FRANSON CIVIL ENGINEERS IN	05005	WATER-TUNNEL REHABILITATI	10/14/2015	24,269.11	24,269.11	12/22/2015
13649	FRANSON CIVIL ENGINEERS IN	05028	WATER-TUNNEL REHABILITATI	11/09/2015	26,072.04	26,072.04	12/22/2015
13649	FRANSON CIVIL ENGINEERS IN	05069	WATER-TUNNEL REHABILITATI	12/07/2015	16,870.02	16,870.02	12/22/2015
Total FRANSON CIVIL ENGINEERS INC.:					67,211.17	67,211.17	
GALE/CENGAGE LEARNING							
3035	GALE/CENGAGE LEARNING	56716935	LIBRARY-BOOKS, ETC	11/17/2015	21.69	.00	
3035	GALE/CENGAGE LEARNING	56893452	LIBRARY-BOOKS, ETC	12/17/2015	21.69	.00	
Total GALE/CENGAGE LEARNING:					43.38	.00	
GASSER, LEN							
3085	GASSER, LEN	1512	POLICE-EQUIP ALLOWANCE-R	12/23/2015	159.37	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total GASSER, LEN:					159.37	.00	
HERMANSEN, JEFF							
3522	HERMANSEN, JEFF	1512	FIRE- FIRE SCHOOL- MEALS &	12/29/2015	358.60	358.60	12/29/2015
Total HERMANSEN, JEFF:					358.60	358.60	
HERMANSEN'S COMPANY INC.							
3550	HERMANSEN'S COMPANY INC.	1512	WATER- DEPT SUPPLIES	12/31/2015	97.39	.00	
3550	HERMANSEN'S COMPANY INC.	1512	SEWER DEPT-SUPPLIES	12/31/2015	97.40	.00	
3550	HERMANSEN'S COMPANY INC.	1512	POWER-SUPPLIES	12/31/2015	284.43	.00	
3550	HERMANSEN'S COMPANY INC.	1512	REC-DEPT SUPPLIES	12/31/2015	38.55	.00	
3550	HERMANSEN'S COMPANY INC.	1512	FIRE- SUPPLIES	12/31/2015	11.94	.00	
3550	HERMANSEN'S COMPANY INC.	1512	STREETS-SUPPLIES	12/31/2015	97.39	.00	
3550	HERMANSEN'S COMPANY INC.	1512	POLICE-SUPPLIES	12/31/2015	17.84	.00	
3550	HERMANSEN'S COMPANY INC.	1512	CEMETERY-SUPPLIES	12/31/2015	146.55	.00	
Total HERMANSEN'S COMPANY INC.:					791.49	.00	
IFA COUNTRY STORE							
14123	IFA COUNTRY STORE	1006265381	REC-EQUIP SUPPLIES & MAINT	12/14/2015	16.99	.00	
Total IFA COUNTRY STORE:					16.99	.00	
I-FOUR MEDIA LLC							
3810	I-FOUR MEDIA LLC	16690	ECON DEV-MAIN ST BLDG RED	12/29/2015	1,087.45	.00	
Total I-FOUR MEDIA LLC:					1,087.45	.00	
INGRAM LIBRARY SERVICES							
3875	INGRAM LIBRARY SERVICES	89914970	LIBRARY-BOOKS	10/22/2015	19.45	.00	
3875	INGRAM LIBRARY SERVICES	89914971	LIBRARY-BOOKS	10/22/2015	37.21	.00	
Total INGRAM LIBRARY SERVICES:					56.66	.00	
JACK'S TIRE & OIL							
4037	JACK'S TIRE & OIL	388695-14	POWER-EQUIP SUPPLIES & MA	12/17/2015	863.56	.00	
4037	JACK'S TIRE & OIL	390754-14	SEWER-EQUIP SUPPLIES AND	12/23/2015	279.60	.00	
Total JACK'S TIRE & OIL:					1,143.16	.00	
JORGENSEN HONDA							
12221	JORGENSEN HONDA	10311275	CEMETERY-EQUIP SUPPLIES &	11/24/2015	236.80	.00	
Total JORGENSEN HONDA:					236.80	.00	
KQMB/RADIO SERVICES							
14027	KQMB/RADIO SERVICES	84547301	ADMIN-PROMOTIONS-ANTI DR	12/16/2015	136.00	.00	
Total KQMB/RADIO SERVICES:					136.00	.00	
L N CURTIS & SONS							
4560	L N CURTIS & SONS	8501683-00	POLICE DEPT-CLOTHING-HANS	10/08/2015	176.00	.00	
4560	L N CURTIS & SONS	8501683-02	POLICE DEPT-CLOTHING	12/14/2015	5.70	.00	
4560	L N CURTIS & SONS	8501685-01	POLICE DEPT-CLOTHING-HANS	12/18/2015	8.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total L N CURTIS & SONS:					189.70	.00	
LANDIS+GYR TECHNOLOGIES LLC							
3735	LANDIS+GYR TECHNOLOGIES	90206551	POWER-MONTHLY HOSTING C	12/21/2015	15.87	.00	
3735	LANDIS+GYR TECHNOLOGIES	90206637	POWER-CCMSP MONTHLY FEE	12/21/2015	675.00	.00	
Total LANDIS+GYR TECHNOLOGIES LLC:					690.87	.00	
LAYTON HOMES, INC.							
12918	LAYTON HOMES, INC.	1601	ECHA-CONST DRAW-LOT#19-HI	01/04/2016	7,310.28	.00	
Total LAYTON HOMES, INC.:					7,310.28	.00	
MANN, JOSH							
14178	MANN, JOSH	1512	FIRE-FIRE SCHOOL-MEALS & M	12/29/2015	358.60	358.60	12/29/2015
Total MANN, JOSH:					358.60	358.60	
MANTI TELEPHONE COMPANY							
5165	MANTI TELEPHONE COMPANY	1511	GEN GOVT-PHONE	12/15/2015	580.81	580.81	12/17/2015
5165	MANTI TELEPHONE COMPANY	1511	POWER-PHONE	12/15/2015	274.82	274.82	12/17/2015
5165	MANTI TELEPHONE COMPANY	1511	SEWER-PHONE	12/15/2015	88.96	88.96	12/17/2015
5165	MANTI TELEPHONE COMPANY	1511	LIBRARY-PHONE	12/15/2015	147.78	147.78	12/17/2015
5165	MANTI TELEPHONE COMPANY	1511	FIRE-PHONE	12/15/2015	46.12	46.12	12/17/2015
5165	MANTI TELEPHONE COMPANY	1511	REC-PHONE	12/15/2015	48.73	48.73	12/17/2015
5165	MANTI TELEPHONE COMPANY	1511	POWER-PHONE	12/15/2015	99.73	99.73	12/17/2015
5165	MANTI TELEPHONE COMPANY	1511	AIRPORT-PHONE	12/15/2015	133.00	133.00	12/17/2015
5165	MANTI TELEPHONE COMPANY	1512	GEN GOVT-PHONE	01/04/2016	590.35	.00	
5165	MANTI TELEPHONE COMPANY	1512	LIBRARY-PHONE	01/04/2016	151.15	.00	
5165	MANTI TELEPHONE COMPANY	1512	POWER-PHONE	01/04/2016	95.22	.00	
5165	MANTI TELEPHONE COMPANY	1512	REC-PHONE	01/04/2016	48.91	.00	
5165	MANTI TELEPHONE COMPANY	1512	SEWER-PHONE	01/04/2016	89.14	.00	
5165	MANTI TELEPHONE COMPANY	1512	FIRE-PHONE	01/04/2016	46.30	.00	
5165	MANTI TELEPHONE COMPANY	1512	POWER-PHONE	01/04/2016	275.72	.00	
5165	MANTI TELEPHONE COMPANY	1512	AIRPORT-PHONE	01/04/2016	133.26	.00	
Total MANTI TELEPHONE COMPANY:					2,850.00	1,419.95	
MAXWELL EQUIPMENT COMPANY							
12144	MAXWELL EQUIPMENT COMPA	3966	STREETS-EQUIP SUPPLIES & M	12/10/2015	1,437.00	.00	
Total MAXWELL EQUIPMENT COMPANY:					1,437.00	.00	
MICROMARKETING LLC							
5450	MICROMARKETING LLC	597448	LIBRARY-BOOKS	11/12/2015	109.47	.00	
5450	MICROMARKETING LLC	598394	LIBRARY-BOOKS	11/19/2015	14.95	.00	
5450	MICROMARKETING LLC	600404	LIBRARY-BOOKS	12/08/2015	156.70	.00	
5450	MICROMARKETING LLC	600954	LIBRARY-BOOKS	12/11/2015	21.60	.00	
5450	MICROMARKETING LLC	602028	LIBRARY-BOOKS	12/18/2015	12.79	.00	
5450	MICROMARKETING LLC	602610	LIBRARY-BOOKS	12/22/2015	36.79	.00	
Total MICROMARKETING LLC:					352.30	.00	
MITCHELL UPHOLSTERY							
12643	MITCHELL UPHOLSTERY	2015229	POWER-EQUIP SUPPLIES & MA	12/11/2015	110.00	.00	
12643	MITCHELL UPHOLSTERY	2015229	STREETS-EQUIP SUPPLIES & M	12/11/2015	55.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MITCHELL UPHOLSTERY:					165.00	.00	
MURRAY, PHILLIP							
14060	MURRAY, PHILLIP	1512	REC-OFFICE SUPPLIES	12/21/2015	22.33	.00	
14060	MURRAY, PHILLIP	1512B	REC-EQUIP SUPPLIES & MAINT	12/22/2015	39.99	.00	
Total MURRAY, PHILLIP:					62.32	.00	
OFFICE DEPOT							
5990	OFFICE DEPOT	813996446001	FINANCE-OFFICE SUPPLIES-E	12/23/2015	14.31	.00	
Total OFFICE DEPOT:					14.31	.00	
OLSON, BRETT T.							
13527	OLSON, BRETT T.	1512	FIRE- FIRE SCHOOL-MEALS &	12/29/2015	358.60	358.60	12/29/2015
Total OLSON, BRETT T.:					358.60	358.60	
OSMOND, TOM							
14491	OSMOND, TOM	1512	ELECTRIC-OVERPAYMENT	12/16/2015	128.00	128.00	12/16/2015
Total OSMOND, TOM:					128.00	128.00	
PETERSON, ADRIAN							
14492	PETERSON, ADRIAN	1512	COURT-PROFESSIONAL-INTER	12/28/2015	24.82	.00	
Total PETERSON, ADRIAN:					24.82	.00	
PRITCHARD, LEONARD							
14481	PRITCHARD, LEONARD	1512A	CEMETERY-SPACE REFUND-LE	12/22/2015	100.00	.00	
14481	PRITCHARD, LEONARD	1512B	CEMETERY-PERPETUAL CARE	12/22/2015	200.00	.00	
Total PRITCHARD, LEONARD:					300.00	.00	
QUEST FINANCIAL SERVICES, INC.							
6740	QUEST FINANCIAL SERVICES, I	1512	FINANCE-CITY ACCOUNTING	12/22/2015	4,000.00	.00	
Total QUEST FINANCIAL SERVICES, INC.:					4,000.00	.00	
QUESTAR GAS							
6745	QUESTAR GAS	1512	REC-GAS	12/22/2015	7.16	.00	
6745	QUESTAR GAS	1512	WATER- GAS	12/22/2015	203.65	.00	
6745	QUESTAR GAS	1512	GEN GOV-GAS	12/22/2015	1,181.35	.00	
6745	QUESTAR GAS	1512	SEWER- GAS	12/22/2015	203.65	.00	
6745	QUESTAR GAS	1512	FIRE-GAS	12/22/2015	735.31	.00	
6745	QUESTAR GAS	1512	STREET- GAS	12/22/2015	203.65	.00	
6745	QUESTAR GAS	1512	POWER-GAS	12/22/2015	711.66	.00	
Total QUESTAR GAS:					3,246.43	.00	
ROWLEY, CHASE							
14185	ROWLEY, CHASE	1512	FIRE-FIRE SCHOOL-MEALS & M	12/29/2015	358.60	358.60	12/29/2015
Total ROWLEY, CHASE:					358.60	358.60	
SANPETE MESSENGER							
7415	SANPETE MESSENGER	6002189	ADMIN-PROMOTION-HOLIDAY	12/22/2015	399.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SANPETE MESSENGER:					399.00	.00	
SCHOLZEN PRODUCTS CO INC							
7505	SCHOLZEN PRODUCTS CO INC	HR03006203	WATER-CYLINDER RENTAL	12/15/2015	72.00	.00	
Total SCHOLZEN PRODUCTS CO INC:					72.00	.00	
SIMPLEXGRINNELL, LP							
7695	SIMPLEXGRINNELL, LP	78323350	ALARM SYSTEM MAINTENANC	12/28/2015	51.45	.00	
7695	SIMPLEXGRINNELL, LP	78323351	ALARM SYSTEM-PUBLIC SAFE	12/28/2015	51.45	.00	
Total SIMPLEXGRINNELL, LP:					102.90	.00	
SKYLINE BUILDERS SUPPLY							
7745	SKYLINE BUILDERS SUPPLY	99612	GEN GOV- BLDING MAINT-STO	12/17/2015	103.94	.00	
Total SKYLINE BUILDERS SUPPLY:					103.94	.00	
STALLINGS SHEET METAL							
8105	STALLINGS SHEET METAL	S-5101	GEN GOV BLDG-CITY HALL-HV	12/07/2015	157.00	.00	
Total STALLINGS SHEET METAL:					157.00	.00	
SUNRISE ENVIRONMENTAL							
8361	SUNRISE ENVIRONMENTAL	57743	STREETS-EQIP SUPPLIES & MA	12/23/2015	196.07	.00	
Total SUNRISE ENVIRONMENTAL:					196.07	.00	
THYSSENKRUPP ELEVATOR CORP.							
8725	THYSSENKRUPP ELEVATOR C	3002272057	CO-OP-ELEVATOR MAINTENAN	01/01/2016	1,098.47	.00	
Total THYSSENKRUPP ELEVATOR CORP.:					1,098.47	.00	
TRADE WINDS							
12533	TRADE WINDS	8357	LIBRARY-FURNACE	12/11/2015	758.76	.00	
Total TRADE WINDS:					758.76	.00	
UAMPS							
8920	UAMPS	1511	POWER-POWER BILL-NOV	12/23/2015	127,202.11	127,202.11	12/28/2015
Total UAMPS:					127,202.11	127,202.11	
UNITED STATES WELDING INC							
8975	UNITED STATES WELDING INC	1512	SEWER-10 YR CYL LEASE-#417	12/21/2015	203.99	.00	
Total UNITED STATES WELDING INC:					203.99	.00	
UTAH FIRE RESCUE ACADEMY							
13334	UTAH FIRE RESCUE ACADEMY	1512A	FIRE-SCHOOL-J HERMANSEN	12/29/2015	40.00	40.00	12/29/2015
13334	UTAH FIRE RESCUE ACADEMY	1512B	FIRE-SCHOOL-B CHILDS	12/29/2015	40.00	40.00	12/29/2015
13334	UTAH FIRE RESCUE ACADEMY	1512C	FIRE-SCHOOL-B OLSON	12/29/2015	40.00	40.00	12/29/2015
13334	UTAH FIRE RESCUE ACADEMY	1512D	FIRE-SCHOOL-C ROWLEY	12/29/2015	40.00	40.00	12/29/2015
13334	UTAH FIRE RESCUE ACADEMY	1512E	FIRE-SCHOOL-J MANN	12/29/2015	40.00	40.00	12/29/2015
Total UTAH FIRE RESCUE ACADEMY:					200.00	200.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
UTAH LOCAL GOVERNMENTS TRUST							
9235	UTAH LOCAL GOVERNMENTS T	1517768	WORKER'S COMP MONTHLY FE	12/16/2015	3,830.86	3,830.86	12/29/2015
Total UTAH LOCAL GOVERNMENTS TRUST:					3,830.86	3,830.86	
UTAH STATE DIVISION OF FINANCE							
8175	UTAH STATE DIVISION OF FINA	1512A	LOAN #:B0705B, SERIES 2007,	12/18/2015	10,000.00	.00	
8175	UTAH STATE DIVISION OF FINA	1512B	LOAN #:B0705B, SERIES 2007, I	12/18/2015	5,850.00	.00	
8175	UTAH STATE DIVISION OF FINA	1512C	LOAN #M0509-AMBULANCE BL	12/18/2015	6,000.00	.00	
Total UTAH STATE DIVISION OF FINANCE:					21,850.00	.00	
UTAH STATE TREASURER							
9335	UTAH STATE TREASURER	1512	COURT-STATE SURCHARGE	01/04/2016	4,306.14	.00	
Total UTAH STATE TREASURER:					4,306.14	.00	
UTAH VALLEY UNIVERSITY							
12036	UTAH VALLEY UNIVERSITY	A22803	FIRE-WLFF RECERT-10 FIREME	12/04/2015	50.00	.00	
Total UTAH VALLEY UNIVERSITY:					50.00	.00	
VERIZON WIRELESS							
9480	VERIZON WIRELESS	9756826010	STREETS-PHONES	12/07/2015	88.77	88.77	12/16/2015
9480	VERIZON WIRELESS	9756826010	WATER-PHONES	12/07/2015	88.77	88.77	12/16/2015
9480	VERIZON WIRELESS	9756826010	SEWER-PHONES	12/07/2015	88.77	88.77	12/16/2015
9480	VERIZON WIRELESS	9756826010	ADMIN-PHONE	12/07/2015	64.08	64.08	12/16/2015
9480	VERIZON WIRELESS	9756826010	COMMUNITY DEVELOPMENT-P	12/07/2015	94.11	94.11	12/16/2015
9480	VERIZON WIRELESS	9756826010	POLICE-PHONES	12/07/2015	707.42	707.42	12/16/2015
9480	VERIZON WIRELESS	9756826010	FIRE-PHONE	12/07/2015	40.01	40.01	12/16/2015
9480	VERIZON WIRELESS	9756826010	REC- PHONES	12/07/2015	62.25	62.25	12/16/2015
9480	VERIZON WIRELESS	9756826010	POWER- PHONE	12/07/2015	54.08	54.08	12/16/2015
Total VERIZON WIRELESS:					1,288.26	1,288.26	
VOX							
13913	VOX	113647	NON-DEPT-ECYC-JACKET	12/23/2015	36.29	.00	
Total VOX:					36.29	.00	
WALMART COMMUNITY / GEMB							
9540	WALMART COMMUNITY / GEMB	1512	GEN GOVT-DEPARTMENT SUP	12/22/2015	19.92	.00	
9540	WALMART COMMUNITY / GEMB	1512	GEN GOVT-DEPARTMENT SUP	12/22/2015	56.99	.00	
9540	WALMART COMMUNITY / GEMB	1512	ADMIN-OFFICE SUPPLIES	12/22/2015	113.07	.00	
9540	WALMART COMMUNITY / GEMB	1512	SEWER-EQUIP SUPPLIES & MAI	12/22/2015	57.66	.00	
9540	WALMART COMMUNITY / GEMB	1512	WATER-EQUIP SUPPLIES & MAI	12/22/2015	57.65	.00	
9540	WALMART COMMUNITY / GEMB	1512	POLICE-EQUIP SUPPLIES & MAI	12/22/2015	52.88	.00	
9540	WALMART COMMUNITY / GEMB	1512	NON-DEPT-ANNUAL MEETING	12/22/2015	240.11	.00	
9540	WALMART COMMUNITY / GEMB	1512	STREETS-EQUIP SUPPLIES & M	12/22/2015	57.65	.00	
9540	WALMART COMMUNITY / GEMB	1512	STREETS-OFFICE SUPPLIES	12/22/2015	46.52	.00	
Total WALMART COMMUNITY / GEMB:					702.45	.00	
WINMARK STAMP & SIGN							
12534	WINMARK STAMP & SIGN	49615	LEGISLATIVE-NAME PLATES-R	12/15/2015	12.40	.00	
Total WINMARK STAMP & SIGN:					12.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
WRIGHT, WAYNE H.							
13915	WRIGHT, WAYNE H.	1325	RODEO-ELECTRIC SIGN REPAI	12/22/2015	150.00	.00	
Total WRIGHT, WAYNE H.:					150.00	.00	
YOUNG AUTOMOTIVE IN MORGAN							
14174	YOUNG AUTOMOTIVE IN MORG	6738	POLICE-VEHICLE PURCHASE-2	12/10/2015	27,558.86	.00	
Total YOUNG AUTOMOTIVE IN MORGAN:					27,558.86	.00	
ZIONS BANK - BANKCARD CENTER							
9942	ZIONS BANK - BANKCARD CEN	1512	ADMIN-EMPLOYEE MEETING	12/24/2015	16.90	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	LIBRARY-EMPLOYEE MEETING	12/24/2015	56.25	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	ADMIN-TRAINING	12/24/2015	184.71	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	POLICE-TRAVEL-USE OF FORC	12/24/2015	660.24	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	GEN GOVT-COMPUTER HARD	12/24/2015	50.00-	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	REC-EQUIP SUPPLIES & MAINT	12/24/2015	211.43	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	ECON DEVT-PROFESSIONAL M	12/24/2015	630.00	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	COURT-DEPARTMENT SUPPLIE	12/24/2015	434.69	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	FIRE-DEPARTMENT SUPPLIES-	12/24/2015	110.00	.00	
9942	ZIONS BANK - BANKCARD CEN	1512	GEN GOVT-EQUIP SUPPLIES &	12/24/2015	587.07	.00	
Total ZIONS BANK - BANKCARD CENTER:					2,841.29	.00	
Grand Totals:					297,878.69	203,987.06	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

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

Zion's Bank Cards Detail

12/24/2015

CARD #	AMOUNT	DEPARTMENT	EMPLOYEE	DETAIL
BRANT	\$ 100.00	Admin	Brant	ICSC Membership [International Council of Shopping Centers]
	\$ 530.00	Admin	Brant	ICSC Global Retail Real Estate Convention, May 2016
	\$ 170.00	Admin	Brant	Government Finance Officers Membership
	\$ 14.71	Admin	Brant	Annual Legislative Preview Luncheon on 1-21-16
	\$ 16.90	Admin	Brant	Malena's lunch meeting with new councilman
	\$ 831.61			
CARD 1	\$ 434.69	Court		Court Scanner
	\$ (50.00)	IT	Marlin	Return on power supply
	\$ 211.43	Rec	Phil	Ice Rink portable groomer
	\$ 110.00	Fire	Kerry Steck	International Code Council Book
	\$ 706.12			
CARD 2	NO CHARGES			
	\$ -			
CARD 3	\$ 56.25	Library	Shaneen	Employee Meeting-Los Amigos
	\$ 56.25			
CARD 4	\$ 330.12	Police	Len Gasser	Palace Station Hotel-Las Vegas- Use of Force Training
	\$ 330.12	Police	Larry Golding	Palace Station Hotel-Las Vegas- Use of Force Training
	\$ 221.45	Gen Govt Bldgs		Sporty's Cat-Icom Radio
	\$ 365.62	Gen Govt Bldgs		Nationwide Industrial-Backpack Vacuum
	\$ 1,247.31			
CARD 5	NO CHARGES			
CARD 6	NO CHARGES			

SPECIAL COUNCIL MEETING MINUTES

CITY COUNCIL

CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL

5 SOUTH MAIN, EPHRAIM, UTAH

NOVEMBER 12, 2015

9:00 A.M.

CALL TO ORDER

The Ephraim City Council convened in a work meeting on Thursday, November 12, 2015, in the City Council Room. Mayor Squire called the meeting to order at 9:00 a.m.

ROLL CALL

MEMBERS PRESENT

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

STAFF PRESENT

Brant Hanson, City Manager
Marcus Gilson, City Attorney
Bryan Kimball, City Planner
Leigh Ann Warnock, City Recorder
Steve Widmer, Financial Director

I. ELECTION CANVASS

The election Canvass was presented by City Recorder, Leigh Ann Warnock, as prepared by the County Clerk.

Councilmember Margie Anderson moved to approve the 2015 Municipal Election Canvass as presented and to declare John Scott, Tyler Alder and Richard Wheeler elected as Councilmembers. The motion was seconded by Councilmember Alma Lund. The vote was unanimous. The motion carried.

Batting Cages

Recreation Director Phil Murray is proposing the purchase of batting cages from T&R Sports which is going out of business. Conversation ensued regarding logistics, costs and differences between these used cages or new ones. The Council feels batting cages could be a good thing for the City; however, there are too many considerations to be ready at this time to take advantage of

this purchase. It would make more sense to have a place to house them before a purchase is made, and then purchase at that time.

Councilmember Tyler Alder moved to pass on the proposal to purchase batting cages. The motion was seconded by Councilmember Alma Lund. The vote was unanimous. The motion carried.

Brant Hanson suggested conducting a survey to determine interest.

ADJOURNMENT

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

The next regular City Council meeting is scheduled to be held on November 18, 2015, starting at 6:00 p.m. in the Ephraim City Council room.

MINUTES APPROVED:

Mayor

Date

ATTEST:

City Recorder

Date

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

CALL TO ORDER

The Ephraim City Council convened in a work meeting on Wednesday, December 18, 2015 in the City Council Room. Mayor Squire called the meeting to order at 5:30 p.m.

ROLL CALL

MEMBERS PRESENT

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

STAFF PRESENT

Brant Hanson, City Manager
Marcus Gilson, City Attorney
Bryan Kimball, City Planner
Leigh Ann Warnock, City Recorder
Steve Widmer, Financial Director
Ron Rasmussen, Police Chief

MEMBERS EXCUSED

Richard Squire, Mayor

I. DISCUSSION AGENDA

A. Christmas Light parade

The theme for this year's Light Parade, "Night of Lights" invited Mayor and Council to be in the parade. Will ask about renting a carriage rather than have the Council ride on the Fire Truck. Will be asking the radio station to MC the parade. She has opened an Ephraim Light Parade Facebook page. Bryan will help her get a parade permit with UDOT.

Brant would like to put up a Christmas tree in front of City Hall.

B. AGENDA REVIEW

CUP for Day Care – The CUP application is for a Pre-school, not a daycare. There will not be a playground. Paula Rhodes is planning to have morning and afternoon sessions each weekday.

CUP for tom Bailey – Mr. Bailey wants to consolidate his headquarters for his cubing business. The new building can be built either in the County or within City limits because the property straddles the line. The hole is dug within the City limits and will remain so if the CUP is approved. Ordinance allows an agricultural based business in an RA zone with a Conditional Use Permit. Planning Commission recommends approval.

Federal Aid Agreement – We will widen the road and put in sidewalk on 300 E by the elementary school. The money is good until October of 2017. Due to right of way issues, it will probably be completed during the summer of 2017.

ADJOURN

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

MINUTES APPROVED:

Mayor

Date

ATTEST:

City Recorder

Date

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

CALL TO ORDER

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

OPENING CEREMONY

Councilmember Terry Lund offered an opening prayer. Councilmember Margie Anderson led the audience in the Pledge of Allegiance.

ROLL CALL

MEMBERS PRESENT

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

STAFF PRESENT

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

MEMBERS EXCUSED

Richard Squire, Mayor

PUBLIC COMMENT

Kyle Parry, a resident of Ephraim City, is also a member of the City Recreation Board. He talked about upgrading the existing baseball fields, or getting more fields for the community. He feels the four-plex has nicely kept fields, but there are only four and one is reserved for softball for Snow College. That leaves three fields for the City to use, and often the college takes over two of the other fields, two or three nights a week. In 2015 there were 282 participants in baseball and softball. Fitting all those kids on two fields is difficult.

Mr. Parry pointed out the community has grown quite a bit over the years and the field space has not. If there were more fields, tournaments could be played and brought in from other

places. Also, for the 277 soccer kids that played in the 2015 season, there were no restrooms. He feels the City should make the Rec Department more user friendly. There are ways to make the current property more effective.

I. PRESENTATIONS

A. JUSTIN OSMOND

This topic was moved to the beginning of the meeting in order for Justin to attend another meeting. He has planned to add a Christmas celebration in conjunction with the Annual Light Parade. Inter-faith denominations have been invited to come be a part. All are excited and Snow College is on board. The Light Parade will end in front of the Greenwood Student Center this year where there will be a petting zoo, games, musical programs, and the event will coincide with the Snow College Christmas Concert. The celebration will end with a 10-15 minute fireworks show at the football stadium. The main idea is to bring the community together to enjoy the holiday with the end goal to create a magical evening with free admission to everyone who like to come take part, whether from Ephraim or surrounding communities. Justin is requesting \$1,000 from the City to help cover the cost for this event. There will be refreshments and all is free to the community.

Councilmember Margie Anderson moved to authorize the execution of an agreement with Justin Osmond to provide Christmas Celebration services for the night of the Christmas Light Parade. The motion was seconded by Councilmember Terry Lund. A roll call vote was taken. Voting yes: Councilmembers Margie Anderson, Alma Lund, Terry Lund and Tyler Alder. The vote was unanimous. The motion carried.

B. MIDDLE SCHOOL PRESENTATION TO POWER DEPARTMENT:

8th grade science teacher, Linda Flitton, and several of her students from the Middle School, were present to honor the Ephraim Power Department. The class had plans to drop eggs from the roof of the building but weather did not permit. Cory Daniels okayed a plan to bring in the boom truck to drop raw eggs from 70 feet in the Middle School parking lot. “On behalf of the 8th grade, thank you for your help,” said Mrs. Flitton. “It was a great success and it was really fun.” They presented Cory with lots of candy for the whole department.

II. MOTION AGENDA

A. APPROVAL OF WARRANT REGISTER

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

Councilmember Terry Lund moved to approve the November 17, 2015 Warrant Register as Presented. The motion was seconded by Councilmember Tyler Alder. A roll call vote was

taken. Voting yes: Councilmembers Margie Anderson, Alma Lund, Terry Lund and Tyler Alder. The vote was unanimous. The motion carried.

B. APPROVAL OF MINUTES

The Council reviewed the minutes of the November 4, 2015 City Council Work Meeting.

The Council reviewed the minutes of the November 4, 2015 Regular City Council Meeting.

Councilmember Margie Anderson moved to approve the November 4, 2015 Work and Regular City Council Meeting Minutes as presented. The motion was seconded by Councilmember Tyler Alder. A roll call vote was taken. Voting yes: Councilmembers Margie Anderson, Alma Lund, Terry Lund and Tyler Alder. The vote was unanimous. The motion carried.

C. EAGLE PROJECT APPROVAL: GRAYSEN PIERSON

This proposal has been rescheduled for a later meeting.

D. PROPOSAL: GRANARY ART CENTER

The Granary Art Center Directors are proposing use of the Bishop's Storehouse for an Artist Residency Program where artists would be able to come to a new place to interact with the community and make artwork. The resident art center provides housing, studio space, etc. Artists will have an open visit day when the community can come in to see what they are working on. The Granary would charge a fee to come be a part of the program.

There are a few repairs that would need to be taken care of to make the storehouse habitable, such as taking down wall paper and putting up paint, all things the Granary would do. The residency program would be set up with a deposit with some non-refundable, that would go into the cleaning costs. The artist fees would cover utilities. There would be no extra cost to the City other than maintenance for the building which it already does.

Brant Hanson commented from a City perspective, it feels like a great idea. The Granary is a 501(c)3. The City would be leasing to the Granary and they would be subleasing to them. The City not renting property. At this time there are no other plans for that building.

The north bay of Fire Station could be used for the Lion's Club who is currently using the Storehouse for storage. He mentioned the windows in the Storehouse are bad and there is a bat issue. Chad and Brant will go through the building to see what kind of rehabilitation will be needed and to estimate costs.

Councilmember Terry Lund moved to approve the Use of Bishop's Storehouse for an Artist Residency Program hosted by the Granary Art Center. The motion was seconded by Councilmember Margie Anderson. A roll call vote was taken. Voting yes:

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

E. APPROVAL OF STAFF RECOMMENDATIONS:

1. PROPOSAL/AGREEMENT: CHRISTMAS CELEBRATION

See above.

2. CONDITIONAL USE PERMIT: PAULA RHODES PRE-SCHOOL

Paula Rhodes is requesting a Conditional Use Permit in order to run a pre-school from her home located at 527 E. 500 N. Hours will be from 9 – 11 am and 12 – 2 pm. There will be 8 children in each session.

Councilmember Tyler Alder moved to approve a Conditional Use Permit for Paula Rhode's Pre-School. The motion was seconded by Councilmember Terry Lund. A roll call vote was taken. Voting yes: Councilmembers Margie Anderson, Alma Lund, Terry Lund and Tyler Alder. The vote was unanimous. The motion carried.

3. CONDITIONAL USE PERMIT: TOM BAILEY COMMERCIAL BUILDING

With the proposed site plan, Bailey's will have an office building set back far enough for a future road along 700 N. Ordinance allows agricultural businesses to build in an RA zone with a Conditional Use Permit. Planning Commission feels a key component to this issue is the building goes in regardless of whether the City approves the CUP. If the CUP is not approved, the Bailey's will slide the building to the County side of the property. If built in the City, Ephraim will benefit from tax revenues associated with the business.

There are some pending site issues. The survey has not yet been completed and legal descriptions are still being worked out for easements. The only unknown is how to describe the easement for the power lines.

Councilmember Alder declared a conflict of interest.

Councilmember Alma Lund moved to approve a Conditional Use Permit for Mr. Bailey's commercial building. The motion was seconded by Councilmember Margie Anderson. A roll call vote was taken. Voting yes: Councilmembers Margie Anderson, Alma Lund, Terry Lund and Tyler Alder. The vote was unanimous. The motion carried.

4. FINAL PLAN REVIEW: MERRIEL WATHEN 7-LOT SUBDIVISION

Preliminary approval has already been given by the Council. Tonight Mr. Wathen is asking for final approval. A Quit Claim Deed has been received for the road and has been recorded at the County and deeded to Ephraim City. Staff and Planning Commission recommend final approval.

Councilmember Alma Lund moved to approve final approval for the Merriel Wathen 7-Lot Subdivision based on recommendations by the Planning Commission. The motion was seconded by Councilmember Terry Lund. A roll call vote was taken. Voting yes: Councilmembers Margie Anderson, Alma Lund, Terry Lund and Tyler Alder. The vote was unanimous. The motion carried.

6. FEDERAL AID AGREEMENT: UDOT

A one million dollar grant has been obtained to provide sidewalk in front of the elementary school. This project was approved several years ago but it has taken some time to get the funding in place. The project will include widening the road, and curb, gutter, and sidewalk for the full length of the road.

The bidding environment has changed since the process began and costs have risen. The project will proceed as far as allowed by the funds. The agreement starts the design process.

Councilmember Margie Anderson moved to approve the Federal Aid Agreement with UDOT as outlined above. The motion was seconded by Councilmember Terry Lund. A roll call vote was taken. Voting yes: Councilmembers Margie Anderson, Alma Lund, Terry Lund and Tyler Alder. The vote was unanimous. The motion carried.

III. APPOINTMENTS AND COUNCIL REPORTS

Margie Anderson

ULCT – Ephraim’s portion from the newly passed transportation tax will be \$87,000. That is the highest amount in the county due to the number of businesses in town.

Terry Lund

Library Board – the Board would like to enter a float in the light parade. The library is also hosting a Polar Express party with a lot of reading and prizes for the kids.

Alma Lund

Fire Department – Kerry Steck is trying to do some different things in the Department. 77 volunteers are now certified in Fire Fighter II. The Department is sending 2 firefighters to St. George for fire school. They are trying to find a day of the month to bring firefighters in for their training. They are also working on getting fire inspections done and Barbara will put together a letter to go out to all businesses letting them know of their requirements.

John Scott

Ambulance Association – The Association has three new members in the training process.

Planning and Zoning- The Commission has worked hard and has met every week in the last months to get things completed.

IV. DEPARTMENT REPORTS

Bryan Kimball, City Planner

200 W Alleyway Neighborhood Meeting – Progress is being made on this issue. There will be another meeting coming up and research is underway to answer any questions that may come up.

Cory Daniels, Power Director

Item – the Power Department is getting geared up for Christmas lights. They will also have a float in the parade.

Chad Parry, Public Works Director

Roads – Proposition 1 passed and the City will benefit from that money.

Snow – Crews have started pushing snow at the airport already. The plows have been out around the City and salt and sand are available when needed.

Ron Rasmussen, Chief of Police

New Vehicles – the Chief had a vehicle ordered, but when it arrived the Department was billed \$28,000 instead of the \$24,000 quoted. The Chief is now looking at other options.

Phil, Rec Director

Basketball signups are in progress; 175 kids have signed up so far, counting girls and boys. Games start December 5th. Phil is trying to put together a Turkey Shootout. He made contact with Norbest to see if they would be willing to pay half the cost of prizes. Participants will shoot free throws and play Lightning.

V. SUMMARY OF CURRENT EVENTS

Brant Hanson encouraged everyone to attend the exhibit at the Granary Art Center.

ADJOURNMENT

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

The next regular City Council meeting is scheduled to be held on December 2, 2015, starting at 6:00 p.m. in the Ephraim City Council room.

MINUTES APPROVED:

Mayor

Date

ATTEST:

City Recorder

Date

**MINUTES OF A WORK SESSION AND REGULAR MEETING
OF THE EPHRAIM CITY COUNCIL
EPHRAIM CITY BUILDING; 5 S. MAIN
WEDNESDAY, DECEMBER 2, 2015**

MEMBERS PRESENT

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

STAFF PRESENT

Barbara Davies, Secretary
Brant Hanson, City Manager
Marcus Gilson, City Attorney
Ron Rasmussen, Police Chief
Steve Widmer, Financial Manager

MEMBERS EXCUSED

Tyler Alder

MEMBERS EXCUSED

Leigh Ann Warnock, City Recorder

OTHERS IN ATTENDANCE

See Attached.

WORK SESSION; 5:30 PM

City Manager Brant Hanson updated the Council in regards to the Tunnel project. The city ran into a few glitches due to the property not being owned by the city. City staff continue to work on overcoming this and other obstacles associated with the project, as well as to find ways to fund the approximately four to five million dollar project. Councilmembers asked about the time frame for the project. It is estimated the entire project will take approximately two years.

The City Council reviewed the Warrant Register. Councilmember John Scott asked if the amount paid for computers was for contract services or computer replacement. The amount is for contract services. Councilmembers asked about the amount paid for new sewer pumps, which was for the sewer expansion project to replace the defective ones. The Council does not believe they should have to pay for the replacement pumps after paying for the defective ones. Steve will check into the matter.

Councilmember Lund asked about the amount paid for “rodeo grounds,” and if the funds were going to the College or being put aside for the facilities themselves. The money is being set aside to fund the new facilities.

Brant explained the terms and conditions of the proposed contract between Ephraim City and *City Plus* for development and maintenance of a new city website. The contract has been set up for a four-year period of time. The amount includes yearly maintenance along with the cost of development. The Company is used by several Utah municipalities and the program is very user friendly. Each Department Head will be able to change and update their own department information. The City’s current web developer was given a September deadline to put together a

more user friendly site; however, he wasn't able to give the project the necessary time. There may be opportunity to use his services again, later down the road. Councilmember Alma Lund asked how frequently the website was being used and whether or not a new website would be worth the cost. The city receives several calls each week from people asking how to find information on the city's current website. Money has also been set aside in this year's budget to pay for development of a new website. Brant will send samples of websites put together by *Civic Plus* for the Council to review.

REGULAR SESSION; 6:00 PM

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

APPROVAL OF WARRANT REGISTER

The Council reviewed the Warrant Register of December 1, 2015.

COUNCILMEMBER MARGIE ANDERSON MOVED TO APPROVE THE WARRANT REGISTER OF DECEMBER 1, 2015 AS PRESENTED. THE MOTION WAS SECONDED BY COUNCILMEMBER ALMA LUND. COUNCILMEMBERS MARGIE ANDERSON, ALMA LUND, TERRY LUND, AND JOHN SCOTT VOTED IN FAVOR OF THE MOTION. THE MOTION CARRIED.

APPROVAL OF CITY COUNCIL MEETING MINUTES

The minutes were pending.

PUBLIC COMMENT

Mayor Squire presented outgoing Councilmember Terry Lund a plaque commemorating his service to Ephraim City. Councilmember Lund has served two consecutive terms as Councilmember and given the community countless hours of service over the years.

MEETING CANCELLATION

The Council historically cancels the second Council meeting in December due to the Christmas holiday.

COUNCILMEMBER JOHN SCOTT MOVED TO CANCEL THE MEETING ORIGINALLY SCHEDULED TO BE HELD THE THIRD WEDNESDAY IN DECEMBER. COUNCILMEMBER TERRY LUND SECONDED THE MOTION. ALL PRESENT WERE IN FAVOR. THE MOTION CARRIED.

CIVIC PLUS WEBSITE DEVELOPMENT AND MAINTENANCE CONTRACT

Councilmember Terry Lund voiced his concerns about entering into a contract with *Civic Plus* to develop and maintain a new city website, due to budget constraints; however, because the money

has already been budgeted for, he is less concerned. Councilmember Margie Anderson feels the current website is inadequate, and information not easy to find. She sees the development of a new website as being a plus for the city. The time-frame to build a new website will be approximately six months.

COUNCILMEMBER JOHN SCOTT MOVED TO ENTER INTO AN AGREEMENT WITH CIVIC PLUS TO REDESIGN AND PROVIDE MAINTENANCE FOR A NEW CITY WEBSITE. COUNCILMEMBER MARGIE ANDERSON SECONDED THE MOTION. COUNCILMEMBER MARGIE ANDERSON, TERRY LUND, AND JOHN SCOTT VOTED IN FAVOR OF THE MOTION. COUNCILMEMBER ALMA LUND VOTED NAY. THE MOTION CARRIED.

BOARD MEMBER APPOINTMENTS

COUNCILMEMBER TERRY LUND MOVED TO APPOINT RESIDENT STEVE CROSLAND AS A NEW MEMBER OF THE CEMETERY BOARD. COUNCILMEMBER TERRY LUND SECONDED THE MOTION. COUNCILMEMBERS MARGIE ANDERSON, ALMA LUND, TERRY LUND, AND JOHN SCOTT VOTED IN FAVOR OF THE MOTION. THE MOTION CARRIED.

COUNCILMEMBER JOHN SCOTT MOVED TO APPOINT RESIDENT KIM AVERETT TO SERVE AS A MEMBER OF THE PLANNING COMMISSION. COUNCILMEMBER TERRY LUND SECONDED THE MOTION. COUNCILMEMBERS MARGIE ANDERSON, ALMA LUND, TERRY LUND, AND JOHN SCOTT VOTED IN FAVOR OF THE MOTION. THE MOTION CARRIED.

COUNCIL REPORTS

John Scott – thanked the Power crew for their work placing Christmas lights along Main Street.

Alma Lund – Fire Department Personnel continue to receive ongoing training. Alma met with Carolyn Tidwell, Director of the Senior Citizen’s Center. She is looking to replace the old furnace original to the building, as well as to purchase new flooring for the center.

Terry Lund – The next Library Board meeting will be held in January. A Cemetery Board meeting is scheduled to be held next week.

Margie Anderson – The Youth City Council is scheduled to meet and decorate the City Building tomorrow at 4:00 PM. They will also be decorating the parade float, and help with the Christmas festivities this Saturday.

Margie would like the Council to think about increasing the budget for the Youth City Council next year. It is a large group, and they are involved in lots of projects. Because not everyone is able to attend every project every time, a big group is needed. Costs to attend the Utah State Youth City Council Conference, and Youth City Council Day at the Legislature are increasing, and will need to be accommodated for.

Margie has not heard back from Lorna Olson in regards to the Housing Authority participating in another low-income housing project next year; however, Six County will not participate until enough interest is shown from prospective buyers.

A walk-through of the Art Center is scheduled to take place tomorrow to see what kind of repairs are needed. Snow College has also been talking about increasing parking for the future rodeo grounds. The City is hoping to provide two entrances to the property.

Brant Hanson – recently talked with a representative overseeing CDBG funds. He stated the process for obtaining funds makes it difficult for rural communities to apply, and rural Communities should be the ones to receive the funds. A representative from DC was contacted, and is going to touch base with Brant to talk about how the process can be simplified.

Councilmembers are invited to participate in the Light Parade to be held this Saturday, at 6:00 PM.

ADJOURNMENT

CITY COUNCILMEMBER TERRY LUND MOVED TO CLOSE THE REGULAR MEETING AT 7:00 PM, AND GO INTO A CLOSED SESSION TO DISCUSS PERSONNEL AND/OR CHARACTER MATTERS. COUNCILMEMBER JOHN SCOTT SECONDED THE MOTION. A ROLL CALL VOTE WAS TAKEN. COUNCILMEMBERS MARGIE ANDERSON ALMA LUND, TERRY LUND, AND JOHN SCOTT VOTED IN FAVOR OF THE MOTION. THE MOTION CARRIED.

The regular meeting adjourned at 7:05 PM. The next regular Council meeting is scheduled to be held on the first Wednesday in January, 2016.

APPROVAL OF MINUTES:

Mayor

Date

ATTEST:

City Recorder

Date



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:

DEPARTMENT:

DIVISION:

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

TITLE:

FINAL APPROVAL OF FOUR -LOT SUBDIVISION LOCATED AT APPROX. 235 WEST CENTER ST. - DAVIES DESIGN, LLC

SUMMARY RECOMMENDATION:

THE EPHRAIM CITY PLANNING COMMISSION AND CITY STAFF ARE RECOMMENDING FINAL APPROVAL OF THE DAVIES SUBDIVISION,LLC.

REPORT:

Preliminary plans for the Davies Subdivision were approved previously by the City Council. Final Plans have been submitted and a recommendation for approval given by the City Planning Commission, based on the developer providing the required submittals, and project details finalized according to the satisfaction of city staff.

FISCAL REQUIREMENTS	CITY FUNDS:	\$0.00	BUDGETED:	\$0.00
	STATE FUNDS:	\$0.00	AVAILABLE TO TRANSFER:	\$0.00
	FEDERAL FUNDS:	\$0.00	IN CONTINGENCY:	\$0.00
	OTHER SOURCES:	\$0.00 \$0.00 \$0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	\$0.00		
FISCAL IMPACT STATEMENT: n/a				
ADDITIONAL INFORMATION	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY RECORDER			
	1. Planning Commission Minutes - 12/16/15 2. 3. 4. 5.			
SIGNATURES	CITY MANAGER:			DATE:
	Brant T. Hanson			1/4/2016
REVIEWED BY CITY ATTORNEY:			DATE:	
Marcus Gilson				
RECOMMENDED BY (DEPT/DIV HEAD):			DATE:	
Planner Bryan Kimball			1/4/2016	
WRITTEN/SUBMITTED BY:			DATE:	
Barbara Davies			1/4/2016	
IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL?				
<input type="radio"/> Department <input type="radio"/> City Clerk's Office <input checked="" type="checkbox"/> Document to be recorded				



N 200 W

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S 200 W

W Center St

W 100 S

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W 100 S

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JDM Auto Sales

W Center St

W 100 S

N 200 W

S 400 W

S 400 W

W 100 S

S 400 W

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Toll Free (866) 853-7338 • Fax (801) 627-8145
www.FPS-UL.com

COMMERCIAL ALARM SYSTEM AGREEMENT

Date _____

AGREEMENT between FIRE PROTECTION SERVICE CORPORATION, a Utah corporation doing business as Mountain Alarm (Contractor), and the following described customer

Building Owner/Property Management
Billing Name and Address: Ephraim City
5 S Main
Ephraim UT 84627
Email: steve.widmer@ephraincity.org
Billing Telephone: 435-283-4631

Service Name and Address: Ephraim Library
30 S Main
Ephraim UT 84627
Email: steve.widmer@ephraincity.org
Service Telephone: 435-283-4631

Systems and Services: Customer hereby requests Contractor to install and provide the following alarm system and / or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below:

Billing [] Monthly [x] Quarterly [] Semi-Annually [] Annually

Table with columns for System, Advanced Communication, Service, Inspections, and Building Reports. Includes items like Fire, Security, Cellular Backup, Supervised Opening & Closing, Fire Alarm, etc.

Payment for Service: Customer agrees to pay Contractor \$ 25.00 per month for on-going monitoring, and/or other services indicated above, payable in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement.

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 60 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later.

ADDITIONAL TERMS AND CONDITIONS:

1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises.

2. Limited Warranty. If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation.

3. Entire Agreement. This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement.

Customer hereby acknowledges that he has read and understands this entire Agreement, including the additional terms and conditions on the back of this page.

FIRE PROTECTION SERVICE CORPORATION
Written by Josalin Child
Approved and accepted by Fire Protection Service Corporation

CUSTOMER
By (Print Name) Steve Widmer

By _____

Signature _____

Title President Date _____

Title _____ Date _____

NOT BINDING ON CONTRACTOR WITHOUT APPROVAL BY A DULY-AUTHORIZED REPRESENTATIVE OF FIRE PROTECTION SERVICE CORPORATION.

DocuSign Envelope ID: 9B3D6307-1D30-40D7-AAA4-6810C655E454

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment.

(e) If any government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes.

(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly.

(g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, compounded monthly.

5. Further Obligations of Customer. (a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(f) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(g) Any claim by Customer for improper installation or a defect in the System shall be made to the Contractor within 30 days after installation is completed.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(i) For those Premises where Contractor is to provide central station sprinkler supervisory and waterflow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signalling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and / or transmitting equipment at Customer's Premises.

6. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with a direct connection to the municipal police, fire department, or any other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and / or fire departments or other locations, and that the personnel of such municipal police and / or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is, mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 8:00 am. and 5:00 pm., exclusive of Saturdays, Sundays, and holidays. EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the Customer for labor and / or material at Contractor's then prevailing rates.

7. Title to Equipment and Use of Leased Systems. Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contractor may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

8. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances: (1) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line signaling device.

(e) For those Premises where AES Radio equipment is provided, Customer acknowledges that the AES Radio equipment remains the property of Contractor. Customer shall permit Contractor access to the premises in order to take possession of the AES Radio equipment or return the AES Radio equipment to Contractor in working order upon cancellation. If Customer does not return the AES Radio equipment in working condition or allow Contractor access to the premises in order to take possession of the AES Radio equipment within a reasonable timeframe, Customer agrees to pay Contractor a non-refundable equipment charge in the amount of \$500.00 per security system AES Radio and \$700.00 per fire system AES Radio.

(f) For those Premises where Telguard equipment is provided, Customer acknowledges that the Telguard equipment remains the property of Contractor, unless the equipment has been purchased and is listed as a paid line item at the time of installation. Customer shall permit Contractor access to the premises in order to take possession of the Telguard equipment or return the Telguard equipment to Contractor in working order upon cancellation. If Customer does not return the Telguard equipment in working condition or allow Contractor access to the premises in order to take possession of the Telguard equipment within a reasonable timeframe, Customer agrees to pay Contractor a non-refundable equipment charge in the amount of \$200.00 per Telguard unit.

9. Assignment. This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

Notes (Internal Office Use Only):

Certificate Of Completion

Envelope Number: 9B3D63071D3040D7AAA46810C655E454
Subject: Your Fire Protection Service System Agreement for signature
Source Envelope:
Document Pages: 2
Certificate Pages: 5
AutoNav: Enabled
Envelope Stamping: Enabled

Status: Sent

Envelope Originator:
Josi Child
3293 Harrison Blvd
Ogden, UT 84403
jchild@fps-ul.com
IP Address: 70.102.79.163

Record Tracking

Status: Original
12/8/2015 7:27:19 AM PT

Holder: Josi Child
jchild@fps-ul.com

Location: DocuSign

Signer Events

Steve Widmer
steve.widmer@ephraimcity.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 12/8/2015 7:45:51 AM PT
ID: edc30542-d771-4409-a268-d53d2eeb6d90

Robert Stowers
rstowers@fps-ul.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Shana Iverson
siverson@mountainalarm.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Karina Oseguera
koseguera@mountainalarm.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 12/4/2012 1:58:13 PM PT
ID: 5ad4bc47-cf30-4b4f-a4f0-387c81839724

Colette Asay
casay@mountainalarm.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Rod Garner
rgarner@mountainalarm.com
Security Level: Email, Account Authentication
(None)

Signature

Timestamp

Sent: 12/8/2015 7:27:40 AM PT
Viewed: 12/8/2015 7:45:51 AM PT

Signer Events

Electronic Record and Signature Disclosure:
Accepted: 12/14/2012 5:54:16 AM PT
ID: 97e38412-cad3-4fc9-836c-6bb88da51314

Signature

Timestamp

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Bonnie Thornock
bthornock@mountainalarm.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/8/2015 7:27:40 AM PT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Fire Protection Service Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fire Protection Service Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aallen@mountainalarm.com

To advise Fire Protection Service Corp of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at aallen@mountainalarm.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Fire Protection Service Corp

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fire Protection Service Corp

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fire Protection Service Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fire Protection Service Corp during the course of my relationship with you.

GRAZING AGREEMENT S-5271

This Agreement is entered into this 6th day of January 2016, by and between the Ephraim City, Utah a municipal corporation of the State of Utah, hereinafter referred to as City, and Nate Thomson, hereinafter referred to as Lessee.

WHEREAS, City owns certain real property of 30.5 acres referred to as parcel S-5271, described as a grazing pasture near the Wastewater Lagoon facility; and

WHEREAS, City is interested in leasing said property until such time that city will require the land for other uses; and

WHEREAS, lessee desires to lease said pasture land; and

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. The term of this agreement shall be for three (3) years beginning January 6, 2016 and ending December 31, 2018, with an option to renew for one (1) additionally three (3) year term.
2. City agrees to allow Lessee to graze cattle and other livestock animals on the property. Cattle and other livestock numbers and duration of grazing will be dependent on the amount of forage available and to the extent the animals do not interfere with the City wastewater system.
3. Total acreage leased to Lessee shall be 30.5 acres and may change from time to time depending on City's use of the land.
4. Lessee agrees to maintain the fencing so as to properly contain the livestock grazing the parcel.
5. Lessee further agrees to provide fire protection and debris cleanup on the property during the term of this Agreement.
6. If Lessee or his agents damage any equipment, piping, or fencing on the leased property Lessee shall be liable for the repair/replacement of the damaged equipment, piping or fencing in a timely manner.
7. Lessee agrees to not store any material, equipment, or other product on the property.
8. No structure shall be constructed on the property unless approved in writing by City.
9. Lessee shall construct any new fencing of the property that borders a road, to the extent needed to contain livestock.
10. Crops can be grown on the property through a separate Crop Agreement at the discretion of the City Council and in accordance with state requirements as relating to sewer treatment and land application facilities.

11. Lessee agrees to allow the City full and unrestricted use of the land for purposes of sewer treatment and processing, including the controlling of water flows and water application to the land, at rates deemed necessary for the best interest of the sewer facilities, which shall be solely determined by City.
12. Lessee agrees to make no transfer of this lease agreement to any third party. Lessee shall not sublease nor assign this lease agreement to any third party.

PAYMENT

1. Lessee shall tender to City an annual payment of \$80.00 per acre by March 31st of each year.

TERMINATION OF AGREEMENT

1. Lessee may terminate this Agreement in writing at any time during the term of this Agreement without penalty or recourse except for any past due payments.
2. City may terminate this Agreement for any reasons; however, City will provide a sixty (60) day notice in writing of notice to terminate this agreement.

EFFECTIVE DATE

1. The terms of this agreement shall become effective at such time as all parties have signed the Agreement.

INDEMNIFICATION

1. Lessee agrees to indemnify, defend, and hold City harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or livestock or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Lessee's or any of Lessee's agents actions.

MISCELLANEOUS PROVISIONS

1. Waiver. No breach of any provision of this Agreement shall be deemed waived unless the waiver is written and signed by a duly authorized representative of the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Agreement.
2. Complete Agreement: This Agreement represents a complete and exclusive statement of the entire agreement between the parties and supersedes all prior and contemporaneous promises and arrangements of any kind, as well as all negotiations and discussions between the parties hereto with respect to the subject matter covered herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any of the parties hereto concerning the subject matter hereof. This is an integrated agreement. Any modification to this Agreement must be in writing signed by both parties.
3. Severability: In the event that any portion of this Agreement is deemed unenforceable, all other provisions of this Agreement shall remain in full force and effect.

4. Governing Law: It is understood and agreed that the construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this ____ day of _____, 20____

Nate Thomson, Lessee

Richard Squire, Mayor

ATTEST:

Leigh Ann Warnock, City Recorder

GRAZING AGREEMENT S-5964

This Agreement is entered into this 6th day of January 2016, by and between the Ephraim City, Utah a municipal corporation of the State of Utah, hereinafter referred to as City, and Nate Thomson, hereinafter referred to as Lessee.

WHEREAS, City owns certain real property of 16.24 acres referred to as parcel S-5964, described as a grazing pasture near the Wastewater Lagoon facility; and

WHEREAS, City is interested in leasing said property until such time that city will require the land for other uses; and

WHEREAS, lessee desires to lease said pasture land; and

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. The term of this agreement shall be for three (3) years beginning January 6, 2016 and ending December 31, 2018, with an option to renew for one (1) additionally three (3) year term.
2. City agrees to allow Lessee to graze cattle and other livestock animals on the property. Cattle and other livestock numbers and duration of grazing will be dependent on the amount of forage available and to the extent the animals do not interfere with the City wastewater system.
3. Total acreage leased to Lessee shall be 16.24 acres and may change from time to time depending on City's use of the land.
4. Lessee agrees to maintain the fencing so as to properly contain the livestock grazing the parcel.
5. Lessee further agrees to provide fire protection and debris cleanup on the property during the term of this Agreement.
6. If Lessee or his agents damage any equipment, piping, or fencing on the leased property Lessee shall be liable for the repair/replacement of the damaged equipment, piping or fencing in a timely manner.
7. Lessee agrees to not store any material, equipment, or other product on the property.
8. No structure shall be constructed on the property unless approved in writing by City.
9. Lessee shall construct any new fencing of the property that borders a road, to the extent needed to contain livestock.
10. Crops can be grown on the property through a separate Crop Agreement at the discretion of the City Council and in accordance with state requirements as relating to sewer treatment and land application facilities.

11. Lessee agrees to allow the City full and unrestricted use of the land for purposes of sewer treatment and processing, including the controlling of water flows and water application to the land, at rates deemed necessary for the best interest of the sewer facilities, which shall be solely determined by City.
12. Lessee agrees to make no transfer of this lease agreement to any third party. Lessee shall not sublease nor assign this lease agreement to any third party.

PAYMENT

1. Lessee shall tender to City an annual payment of \$80.00 per acre by March 31st of each year.

TERMINATION OF AGREEMENT

1. Lessee may terminate this Agreement in writing at any time during the term of this Agreement without penalty or recourse except for any past due payments.
2. City may terminate this Agreement for any reasons; however, City will provide a sixty (60) day notice in writing of notice to terminate this agreement.

EFFECTIVE DATE

1. The terms of this agreement shall become effective at such time as all parties have signed the Agreement.

INDEMNIFICATION

1. Lessee agrees to indemnify, defend, and hold City harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or livestock or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Lessee's or any of Lessee's agents actions.

MISCELLANEOUS PROVISIONS

1. Waiver. No breach of any provision of this Agreement shall be deemed waived unless the waiver is written and signed by a duly authorized representative of the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Agreement.
2. Complete Agreement: This Agreement represents a complete and exclusive statement of the entire agreement between the parties and supersedes all prior and contemporaneous promises and arrangements of any kind, as well as all negotiations and discussions between the parties hereto with respect to the subject matter covered herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any of the parties hereto concerning the subject matter hereof. This is an integrated agreement. Any modification to this Agreement must be in writing signed by both parties.
3. Severability: In the event that any portion of this Agreement is deemed unenforceable, all other provisions of this Agreement shall remain in full force and effect.

4. Governing Law: It is understood and agreed that the construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this _____ day of _____, 20____

Nate Thomson, Lessee

Richard Squire, Mayor

ATTEST:

Leigh Ann Warnock, City Recorder

GRAZING AGREEMENT S-5996x

This Agreement is entered into this 6th day of January 2016, by and between the Ephraim City, Utah a municipal corporation of the State of Utah, hereinafter referred to as City, and Nate Thomson, hereinafter referred to as Lessee.

WHEREAS, City owns certain real property of 3.29 acres referred to as parcel S-5996x, described as a grazing pasture near the Wastewater Lagoon facility; and

WHEREAS, City is interested in leasing said property until such time that city will require the land for other uses; and

WHEREAS, lessee desires to lease said pasture land; and

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. The term of this agreement shall be for three (3) years beginning January 6, 2016 and ending December 31, 2018, with an option to renew for one (1) additionally three (3) year term.
2. City agrees to allow Lessee to graze cattle and other livestock animals on the property. Cattle and other livestock numbers and duration of grazing will be dependent on the amount of forage available and to the extent the animals do not interfere with the City wastewater system.
3. Total acreage leased to Lessee shall be 3.29 acres and may change from time to time depending on City's use of the land.
4. Lessee agrees to maintain the fencing so as to properly contain the livestock grazing the parcel.
5. Lessee further agrees to provide fire protection and debris cleanup on the property during the term of this Agreement.
6. If Lessee or his agents damage any equipment, piping, or fencing on the leased property Lessee shall be liable for the repair/replacement of the damaged equipment, piping or fencing in a timely manner.
7. Lessee agrees to not store any material, equipment, or other product on the property.
8. No structure shall be constructed on the property unless approved in writing by City.
9. Lessee shall construct any new fencing of the property that borders a road, to the extent needed to contain livestock.
10. Crops can be grown on the property through a separate Crop Agreement at the discretion of the City Council and in accordance with state requirements as relating to sewer treatment and land application facilities.

11. Lessee agrees to allow the City full and unrestricted use of the land for purposes of sewer treatment and processing, including the controlling of water flows and water application to the land, at rates deemed necessary for the best interest of the sewer facilities, which shall be solely determined by City.
12. Lessee agrees to make no transfer of this lease agreement to any third party. Lessee shall not sublease nor assign this lease agreement to any third party.

PAYMENT

1. Lessee shall tender to City an annual payment of \$243.16 per acre by March 31st of each year.

TERMINATION OF AGREEMENT

1. Lessee may terminate this Agreement in writing at any time during the term of this Agreement without penalty or recourse except for any past due payments.
2. City may terminate this Agreement for any reasons; however, City will provide a sixty (60) day notice in writing of notice to terminate this agreement.

EFFECTIVE DATE

1. The terms of this agreement shall become effective at such time as all parties have signed the Agreement.

INDEMNIFICATION

1. Lessee agrees to indemnify, defend, and hold City harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or livestock or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from Lessee's or any of Lessee's agents actions.

MISCELLANEOUS PROVISIONS

1. Waiver. No breach of any provision of this Agreement shall be deemed waived unless the waiver is written and signed by a duly authorized representative of the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Agreement.
2. Complete Agreement: This Agreement represents a complete and exclusive statement of the entire agreement between the parties and supersedes all prior and contemporaneous promises and arrangements of any kind, as well as all negotiations and discussions between the parties hereto with respect to the subject matter covered herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any of the parties hereto concerning the subject matter hereof. This is an integrated agreement. Any modification to this Agreement must be in writing signed by both parties.
3. Severability: In the event that any portion of this Agreement is deemed unenforceable, all other provisions of this Agreement shall remain in full force and effect.

4. Governing Law: It is understood and agreed that the construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this ____ day of _____, 20____

Nate Thomson, Lessee

Richard Squire, Mayor

ATTEST:

Leigh Ann Warnock, City Recorder