

TOQUERVILLE CITY COUNCIL
City Council Regular Business Meeting
2nd AMENDED AGENDA
August 9, 2018 at 6:00 p.m.
212 N. Toquerville Blvd, Toquerville Utah



A. CALL TO ORDER:

1. Call to Order- Chamberlain; Pledge of Allegiance-Sip; Invocation-Heideman
2. Disclosures and Declarations of Conflict of Council Members
3. Requests for Statements of Belief

B. CONSENT AGENDA:

1. Review and possible approval of the City Council Work Meeting Minutes from July 5, 2018, City Council Regular Meeting Minutes from July 12, 2018, and City Council Special Meeting of July 26, 2018.
2. Review and possible approval of City Expenditures from July 2018.

C. CITY DEPARTMENT REPORTS:

1. Zoning Administrator, Mike Vercimak
2. Planning Commission Representative
3. Hurricane Valley Fire Department Representative
4. Public Works Director, Lance Gubler
5. Attorney Heath Snow

D. PUBLIC FORUM:

Limit three (3) minutes per person; please address the microphone and state full name and address.

E. POSSIBLE CLOSED SESSION:

Discussion of the character, professional competence, or physical or mental health of an individual.

F. BUSINESS:

1. Discussion and Possible Action on Planning Commissioner Appointment.
2. Discussion and Possible Action on Rocky Mountain Power Street Lighting Facilities Purchase and Sale Agreement.
3. Discussion and Possible Action on Ordinance 2018.XX Special Event Business License.
4. Discussion and Possible Action on Ordinance 2018.XX Appeal Authority Replace the Board of Adjustment (PC recommended 5-0).
5. Discussion and Possible Action on Resolution 2018.XX Personnel Policy Amendment-Toquerville Employee Medical Stipend.
6. Discussion and Possible Action on Resolution 2018.XX FY2018 Fund Transfer Within the General Fund.

7. Discussion and Possible Action on Resolution 2018.XX Constitution Week Proclamation.

8. Discussion of Toquerville Culinary Water Rates.
9. Discussion and Possible Action of South End Toquerville Welcome Sign Expenditure.
10. Discussion and Possible Action of Old Church Road Bridge Reinforcement Expenditure.
11. Discussion and Possible Action of Fall City Cleanup Days.

G. REPORTS:

1. Justin Sip-Solid Waste/Mosquito/Risk Management/City Hall Maintenance
2. Keen Ellsworth-Economic Development/Fire
3. Ty Bringhurst-Water Department/Streets/MPO/TSWS/DTAC
4. Alex Chamberlain-
5. Paul Heideman-Sewer District/Culture and Recreation/Confluence Park
6. Mayor Chamberlain-TSWS/EMC/DTEC

H. CLOSED SESSION:

Strategy sessions to discuss pending or reasonably imminent litigation and strategy sessions to discuss the purchase, exchange, or lease of real property.

I. ADJOURN:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Dana McKim at the City Office 435.635.1094, at least 48 hours in advance. This Agenda will be posted on the State website at <http://pma.utah.gov>, posted on the Toquerville City website at www.toquerville.org, sent to the Spectrum Newspaper, and posted in four places at least 24 hours in advance of this meeting. The four places are: (1) City Office Board; (2) Toquerville Post Office Kiosk; (3) Cholla Park Kiosk; (4) Westfield Road Kiosk. Posted Amended Agenda August 6th, 2018 by Toquerville City Recorder, Dana M. McKim.

TOQUERVILLE CITY COUNCIL
City Council Regular Work Meeting Minutes
July 5, 2018, at 6:00 p.m.
Held at 212 N. Toquerville Blvd, Toquerville Utah



Mayor Lynn Chamberlain, Councilmembers: Paul Heideman, Ty Bringhurst, Justin Sip, Keen Ellsworth-Absent, Planning Commission Chair Alex Chamberlain, Public Works Director Lance Gubler, Treasurer June Jeffery, Recorder Dana McKim; Public: Manning Butterworth, Greg Turner, Jodi Turner, Chuck Williams, Gary Chaves.

A. CALL TO ORDER:

1. The meeting was called to order by Mayor Lynn Chamberlain at 6:00 p.m. The Pledge of Allegiance was led by Councilmember Justin Sip and Invocation by Councilmember Paul Heideman. There were no belief statements given.

B. STAFF REPORTS AND UPDATES:

1. Ash Creek Special Service District Representative:
No report was given, the representative was absent.
2. Hurricane Valley Fire District Representative:
No report was given, the representative was absent.
3. Toquerville Planning Commission Chair, Alex Chamberlain:
The short-term rental ordinance is nearing the end of the revision. The last drafted proposed changes were sent to Attorney Snow for review and codification. There was discussion regarding the transient state room tax requirement established by the state and what Toquerville's rental period was. The commission wanted to modify the parking requirements. They felt rather than designate a parking space per room rented out, all rental parking spots associated with the rental shall be off-street. Butterworth reminded Chamberlain to explain the changes to the notification process. At prior planning commission and city council work meetings, there was a discussion about how to notify property owners within a 300-foot radius. It was suggested the notification would require the applicant to physically obtain signatures of yea or nay of the radius. Butterworth did not want the notification process to be easily dismissed and thought the signature involvement would give an accurate indication of the neighborhood vote. He disagreed that the lack of a vote would presume support. Heideman gave a suggestion the applicant should provide a self-addressed stamped envelopes to the neighbors which would be hand delivered by the applicant and addressed to the city for their vote. His suggestion would support the applicant to explain the proposed use while maintaining anonymous voting without pressure. Bringhurst asked about the Ash Creek Overlook subdivision status. The developer, Brent Bluth's attorney is working with our city attorney to resolve any setback design concerns. Mayor Chamberlain would like the attorney to appraise the staff in the future when an action or contact is made concerning city business.
4. Public Works Director, Lance Gubler:
Gubler gave a slideshow presentation of upcoming and current projects. He started with the upcoming tree city project. Gubler would like to plant some more trees on the west side of the boulevard. Gubler spoke about the UDOT (Utah Department of Transportation) right of way. Bringhurst suggested the project should be held off until the water infrastructure was installed. He did not agree with how the trees were going to be watered on the back side of the residential meter. He wanted the trees watered on a city meter and a separate line, possibly a secondary irrigation line, rather than a culinary meter. In the last TSWS meeting, they discussed to get a

proposal to run the line across Toquerville Boulevard to install the line on the west side of the road. He suggested water hookups should be done before the setter, rather than after the setter. Mayor Chamberlain stated he waters the trees in front of his house, but not all homeowners are willing to do that.

The large dirt parking lot at Center Street City Park needs to be graded for future parking. Mayor Chamberlain asked if the dirt to be moved will interfere with the path of the river.

Gubler discussed the construction of a four retaining wall with planters near the concession stand. It was suggested a concrete sidewalk path should be installed around the ballfield. Concrete sidewalks are more cost effective than constructing asphalt paths.

The center street park playground equipment is showing signs of wear and tear and will need to be replaced. One of the slides can be recycled by reverse flipping it for continued use. The equipment is approximately eighteen years old. The playground ground cover needs to be replaced with new gravel or recycled rubber. Bringhurst thought the recycled rubber, which is produced in California would cost approximately \$600.00 a ton. The Utah Trust will check all the equipment for safety and liability concerns in the near future.

Gubler gave a cemetery report and showed pictures of the new cemetery pavilion, which was built by a local builder. He would like to construct a new cemetery shed for the housing of the lawn mower and equipment.

Than Naegle spoke with Gubler about the possibility of dividing and selling some of his property to the city located just west and southwest of the Toquerville cemetery. The proposed purchase would start at Naegle's current fence line where his barns are located and the sale would include a portion of the property headed southbound. Jeffery contacted the accountant regarding the purchase of the land and how cemetery perpetual funds may be used or transferred to other accounts. There is approximately \$7,000.00 of interest in that account that may be used for the purchase of land. Chamberlain proposed the newly acquired land could be used as a secondary access for the Toquerville Heights area.

Gubler showed pictures of the Interstate Rock gravel extraction permit for the second phase of the Mesa View Subdivision. He encouraged the council to visit the site.

An area at the Trail Ridge Estate parked was leveled out. The city had some extra pipe and decided to install the pipe with some sprinklers on the property. The area will be possibly seeded with grass this upcoming fall.

There is a low spot in front of the Mangum/Gilbert property alongside Toquerville Boulevard. A drop box will need to be installed to mitigate drainage problems. The crew is concerned because there is a gas line that may be installed less than three feet deep in the area.

The Westfield Park water retention and drainage plan were discussed. The new plan will increase the usable park area. A retention basin will be constructed and piped down and out alongside the Coleman's property. Jeffery suggested park impact fees could be used for the project.

The south end welcome sign will be surveyed this month on the Baker property.

Gubler gave a report about a recent incident in a neighboring town where some people had broken into a water tank and compromised the water source. He discussed the need for Toquerville to secure and fence off the water tanks. One of the water tanks the city owns will need to be replaced within a few years. Jeffery suggested impact water money may be spent on the project.

Washington County has partnered with Toquerville to chip seal some of the roads in August. Some of the roads to receive improvements will be Spring Drive, Creekside Drive, North Ash Creek, Pioneer Road, Mountain Charm Road, Shangri-La, Berry Lane, and Willow Lane.

The Old Church Road Bridge reinforcement project will begin in the next two or three months. Bringhurst would like to bid the project out in September or October and construct it during the winter months.

The Washington County Water Conservancy District recently switched the focus for their water projects. Gubler's understanding was the Chief Toquer Reservoir project has now been pushed back and believed the district's main focus was how to provide water to the St. George area through the Sand Hollow Regional Pipeline. The tanks in St. George are running dry due to recent development.

Gubler updated the council on the ramp project at the Anderson Junction area and would like the council to think about and discuss the future vision of the commercial and residential area of the junction. He spoke about increasing water rates and how the fee will be easier to implement if the rates are increased in small amounts yearly, rather than higher rates at a later time. He also wanted to discuss the future water rates of Anderson Junction and future commercial rates. He discussed the dilemma St. George has faced with their meter sizing and the international building code for commercial water rates and the infrastructure approved for those types of business use. Bringhurst believed the liability would land on the engineer and developer of the commercial business, not the city. Gubler suggested Toquerville should require standards for commercial ratings.

Gubler suggested someone on staff should attend EMC (Emergency Management Coordinator) training and become certified.

**C. BUSINESS: Council Discussion followed by public input after each item.
Please limit 90 seconds per person and two minutes per organization.**

1. Discussion on ORD.2018.XX - Special Event:

Attorney Snow will explain the ordinance in detail at next week's meeting. The ordinance would foster communication with the applicant and the city to effectively manage a special event. The ordinance will be added to the business license section of the city code, and not land management. The ordinance clearly defines the application process, standards, fees, exemptions, deposits and insurance, and the recommendation to follow Utah State Tax Codes and health requirements. An application will need to be drafted once the ordinance is adopted.

Alex Chamberlain would like to exclude events that would not create commerce. He had reservations on the ordinance that it would create some illegal events unbeknownst to the public. One example he brought up was community service events.

2. Discussion on Councilmember Vacancy:

The vacancy will be advertised for two weeks and published in the newspaper. The applicant will need to be a resident of Toquerville for the past twelve consecutive months, a US citizen, a registered voter of the city, and may not be a convicted felon unless the right to hold elective office has been restored. The council requested to fill the vacancy at the next city council regular business meeting.

3. Discussion on the Old Church Road Bridge Reinforcement Project:

The Old Church Road Bridge reinforcement project will be started in the next two or three months. Bringhurst would like to bid it out in September or October and construct it during the winter months. Alpha will provide a final expenditure for the design of the bridge and will be possibly approved at the August meeting.

D. COUNCIL REPORTS AND CITY DEPARTMENTS:

1. Justin Sip-Solid Waste/Mosquito/Risk Management/City Hall Maintenance:
At the Center Street Park there several limbs hanging over the footbridge and would like the city crew to clean and trim the trees in the area. Gubler and his crew will take care of the debris.
2. Ty Bringhurst-Water Department/Streets/MPO/TSWS/DTAC:
Thanked the Council for the help at the Fourth of July breakfast celebration. Mayor Chamberlain suggested someone on the council or city staff should obtain a food handler's permit for the next event. Chamberlain does have a permit, but it will expire soon. Bringhurst offered to get certified.
3. Paul Heideman-Sewer District/Culture and Recreation/Confluence Park:
He thanked the mayor and the Councilmembers for helping out with the Fourth of July celebration. He would like to liven up the future program to include a water slide. Gubler stated in the past, water slides and pools tend to kill the lawn during the hot time of year. One of the wards suggested for the Pioneer Day Celebration to host a water fight inside the ball field. Gubler didn't think the water fight would be a problem. Heideman suggested Gubler should talk to the LaVerkin public works crew and how they provide water sports without damaging the lawn.
The LDS church will be in charge of the Pioneer Day celebration. Gubler and the Public Works crew will assist them with setting up and taking down the set up for the event. The first ward is in charge of cooking, the second ward is in charge of the parade, and the third ward is in charge of the games.
The Confluence Park Committee will meet this month to conduct a review of the charrette for future plans of the park.
Carlene Young and Annette Kleinman will be starting the county seed display.
4. Mayor Chamberlain-TSWS/EMC/DTEC:
Chamberlain would like to see the HCP resolution at the next city council meeting for adoption. Mayor Chamberlain asked if there was any public comment.
Manning Butterworth from South Rim View Drive:
He thanked the public works crew for moving the new mailbox and is looking forward to a new kiosk to be constructed near the boxes. He suggested if the city could put some gravel in front and around the immediate area. Bringhurst didn't believe that would be an issue and directed Gubler to lay some gravel down.
Gubler wanted to let the council know on North Ash Creek Drive there are several trees that need to be removed. One tree, in particular, is split and the bordering property owner is agreeable to the removal. He suggested the removal could be a part of the tree city project. Chamberlain asked if it was a hazard. Gubler believed it was and agreed to remove the tree.

E. ADJOURN:

Mayor Chamberlain adjourned the meeting at 7:10 p.m.

Mayor - Lynn Chamberlain

Date

Attest: City Recorder - Dana M. McKim

TOQUERVILLE CITY COUNCIL
Regular Business Meeting Minutes
July 12, 2018 at 6:00 pm
212 N. Toquerville Blvd, Toquerville Utah



Present: Mayor Lynn Chamberlain; Councilmembers: Justin Sip, Keen Ellsworth, Ty Bringhurst, Paul Heideman; Staff: Public Works Director Lance Gubler, Treasurer June Jeffery, Recorder Dana McKim; Others: Attorney Heath Snow, Zoning Official Mike Vercimak, Planning Commission Chair Alex Chamberlain; Public: Jones and DeMille Representative Brady Shakespear, Greg Turner, Jodi Turner, Chuck Williams, Manning Butterworth, Dan James, Gregg Leiby, Gary Chaves, Bruce Wallace

A. CALL TO ORDER:

Meeting called to order by Mayor Chamberlain at 6:00 p.m. The Pledge of Allegiance led by Councilmember Heideman, an invocation was given by Mayor Chamberlain.

There were no disclosures or conflict declarations from council members, nor statements of belief.

B. CONSENT AGENDA:

1. Review and possible approval of the City Council Work Meeting Minutes from June 7, 2018, City Council Regular Business Meeting Minutes from June 14, 2018, and City Council Special Meeting Minutes from June 27, 2018.
2. Review and possible approval of City Expenditures-June 2018.

Councilmember Justin Sip made a motion to approve the consent agenda items. Motion was seconded by Councilmember Keen Ellsworth. Motion unanimously carried 4-0. Roll Call: Justin Sip-aye, Keen Ellsworth-aye, Ty Bringhurst-aye, Paul Heideman-aye.

C. CITY DEPARTMENT REPORTS:

1. Zoning Administrator, Mike Vercimak:
The last two weeks have been quiet. Himself, along with the Planning Commission have been reviewing the nightly rental ordinance and other housekeeping items in City Code. The nightly rental ordinance should be ready for a public hearing in August.
2. Planning Commission Chairperson, Alex Chamberlain:
The commission has been working on the short-term rental ordinance and it is getting close to a consensus. There was some debate about the notification process to neighbors within a 300-foot radius of the proposed rental.
3. Public Works Director, Lance Gubler:
The Public Works Department has been busy. There were six water leaks in the last two weeks and approximately 10 tons of asphalt were laid down in the last two days. The water leaks were on Mountain Charm, Peachtree, and Sunset. He believed the majority of those leaks were caused by the original installation process.
The County and City chip seal work will be scheduled for August 14. The material will be delivered the week after July 24th. Washington County believed the work should be completed in one to two days.

Gubler did order the south end welcome sign property to be surveyed. Ellsworth will request an updated bid for the sign purchase. The expenditure will be submitted to the city council for approval in August.

Gubler wanted everyone to know UDOT will not be installing crosswalks on SR17. UDOT stated it was not in the scope of the project during the design phase. The newly constructed crosswalks would need to be torn up at four corner locations and re-install the curbs as bi-directional handicapped ramps. The city would be financially responsible for the upgrade. Ellsworth asked if crosswalks were present prior to construction. Gubler stated there were not. Members of the council believed crosswalks were installed approximately 15-20 years ago and it was unsure why the crosswalks were ever taken out of the road design years ago. Gubler recently found out, after the fact, there was a design meeting where Toquerville was not invited to discuss and determine the design of the SR17 roadway. Ellsworth was disappointed by decisions made by UDOT about a major roadway that goes through the city, and the lack of communication with the city about the road. Mike Vercimak suggested the city should contact the UDOT district engineer's office in Richfield to be attached to their email notification list.

Attorney Snow entered the meeting.

4. City Attorney, Heath Snow:
No report was given.

D. PUBLIC FORUM:

Limit three (3) minutes per person; please address the microphone and state full name and address.

No comments were made.

E. BUSINESS:

1. Discussion and Possible Action of Councilmember Vacancy Appointment:

Attorney Snow advised the councilmembers state statute dictates applicants will need to interview for the vacant position during a public meeting. If an executive session is needed during the meeting to discuss the character, professional competence, or physical or mental health of an individual, the council may do so. Applicants may give a small speech to the council during the open meeting and questions would be asked during that time frame.

Councilmember Keen Ellsworth made a motion to table the Councilmember appointment, and hold a special meeting on July 26, 2018, at 4:30 p.m. Motion was seconded by Councilmember Justin Sip. Motion unanimously carried 4-0. Vote: Keen Ellsworth-aye, Justin Sip-aye, Ty Bringham-aye, Paul Heideman-aye.

Attorney Snow will not be at the meeting on July 26th. He suggested the council should submit one or two questions to the city recorder. Those questions will be disseminated to the applicants prior to the meeting. The mayor suggested each applicant could prepare a 3-5 minute presentation about themselves and why they have decided to run for office.

2. Discussion and Possible Action on Property Disposal/Donation of Toquerville Nativity Scene to the Town of Virgin:

The City staff received word from the Town of Virgin regarding the donation and they are unable to accept the nativity scene due to the lack of storage. It was suggested the city will contact other towns like Apple Valley, Leeds, or Kanaraville to see if they would be interested in the display.

Councilmember Paul Heideman made a motion for city staff to check on the few different towns and inquire if they would be interested in receiving the nativity scene as a donation, and if there is no interest, the scene will be disposed of via public auction. Motion was seconded by Councilmember Justin Sip. Motion carried unanimously 4-0. Vote: Paul Heideman-aye, Justin Sip-aye, Keen Ellsworth-aye, Ty Bringham-aye.

3. Discussion and Possible Action on Ordinance 2018.05 - Special Event Business License:

This item was procured in response to an inquiry made to staff about one day or multiple day type events and uses, i.e. a Farmer's Market or craft fair. The license would assist the city in assessing the needed level of services for each event. The license would be issued and modified if needed by staff. Snow explained penalty provisions and conduct requirements.

Alex Chamberlain mentioned his concern in last week's meeting about the new license requirement. He would rather use a list of approved entities, rather than an exclusionary rule. He mentioned to the council where he recently participated in a church service project in LaVerkin. A large group of youth and adults helped clean up the gun range. If someone decides to do a service project in Toquerville a special event license would be required. He felt the special permit may create several events accidentally illegal, unbeknownst to the public.

Heideman asked if this license would only include events related to commerce. Snow stated it wouldn't. Non-profit organizations, support and demonstration rallies would need to apply for a license.

Alex Chamberlain brought up an example from a few years ago where the Chamberlain family hosted a concert on their front lawn to help raise funds for a family in need of medical expenses. If the special event requirement had been in place, the event probably would not have happened. He didn't want to discourage those types of events to occur in Toquerville. Jeffery suggested the permit could possibly only apply to city-owned property.

Attorney Snow gave the definition of a special event: Any event, march, parade, ceremony, show, exhibition, pageant, race, festival, circus, carnival, outdoor dance, community fair, concert, or activity of any kind, or any similar display, in or upon any street, park, parking lot, or any other public place in the city where more than fifty (50) persons are expected to be involved and/or the event is likely to increase the need for City personnel.

Manning Butterworth asked how the proposed ordinance would affect block parties.

Councilmember Ty Bringham made a motion to table the item until next month. Motion was seconded by Councilmember Paul Heideman. Motion unanimously carried 4-0. Vote: Keen Ellsworth-aye, Ty Bringham-aye, Justin Sip-aye, Paul Heideman-aye.

Vercimak suggested the event application would assist the city for notification purposes. He suggested block parties could fill out the application and the city would notify emergency personnel to let them know in case they need to respond to the area regarding the event, or to an unrelated incident.

4. Discussion and Possible Action on Resolution 2018.12 - Washington County Desert Tortoise Habitat Conservation Plan Expansion Bill:

Councilmember Ty Bringhurst made a Motion to approve the resolution. Motion seconded by Justin Sip. Motion unanimously carried 4-0. Vote: Justin Sip-aye, Paul Heideman-aye, Keen Ellsworth-aye, Ty Bringhurst-aye.

5. Discussion and Vote Ratification on a Deed of Dedication Agreement for a Portion of Property Parcel-Tax ID# T-TOTE-7, Applicant Jonathan W. And Claudia G. Zundel:

Councilmember Keen Ellsworth made a motion to approve the vote ratification. Motion was seconded by Councilmember Justin Sip. Motion unanimously carried 4-0. Vote: Ty Bringhurst-aye, Justin Sip-aye, Paul Heideman-aye, Keen Ellsworth-aye.

6. Discussion and Possible Action of Bypass Road Alignment Evaluation/Master Transportation Amendment Expenditure:

Brady Shakespeare with Jones and Demille recently worked with Toquerville City on the newly adopted Master Transportation Plan. Their firm recently attended a meeting with Lorin Lowe and his engineer, Karl Rasmussen to discuss the bypass road alignment evaluation, schedule, and fees. Mr. Lowe suggested to the group he would like to explore some different roadway placement options. The council discussed if there was a need for the design and cost analysis to occur now or later. Ellsworth asked if the alignment to be built would have to be designed during this time or would it be a better option to do it later. The Lowe's are proposing two alternate routes and they will pay for those alternate routes. The costs will be compared with the proposed route the city has in the Master Transportation Plan. The estimate will include Jones and DeMille to double check the Lowe's engineer's work.

Bringhurst didn't believe if the city pursued a cost analysis, it would not save any money in the long run. It would assist to determine severance damages to the land for condemnation purposes. Pros and cons were discussed of whether it would be cost-effective to approve this expenditure or not.

Councilmember Paul Heideman made a motion to move forward, but with skepticism to approve the expenditure. Motion was seconded by Councilmember Justin Sip. Vote: Justin Sip-aye, Keen Ellsworth-aye, Ty Bringhurst-aye. Tie break vote: Mayor Chamberlain-aye.

Ellsworth wanted to make note there were two votes against the expenditure. He was against the added costs to the city and citizens of Toquerville and believed the ongoing delays were not validated. He suggested the attorney should move forward with a land condemnation.

F. REPORTS:

1. Keen Ellsworth-Economic Development/Fire:

The Toquerville southern welcome sign status the sign will be surveyed by the city engineer hopefully by next month. Ellsworth will contact the sign designer and get an updated quote for the purchase of the sign. He will meet with Lance Gubler to order some barn doors for the north end sign lighting.

The Springdale and Rockvale fire department has officially merged with the Hurricane Valley Fire Department.

2. Ty Bringhurst-Water Department/Streets/MPO/TSWS/DTAC:

Bringhurst would like to discuss the possibility of creating a resort zone to include short-term rentals in the Anderson Junction area. Vercimak stated he and the Planning Commissioner have

a proposed resort zone ordinance and will discuss the item at the next Planning Commission meeting.

3. Paul Heideman-Sewer District/Culture and Recreation/Confluence Park:

All the mayors were invited to Confluence Park to look at the design of the park to include restrooms, a walking bridge, and designated trails. The district would like to re-establish a farming operation by using waste water. The new nativity scene items were received and look like quality pieces. They will be a great addition to the Christmas display.

4. Justin Sip-Solid Waste/Mosquito/Risk Management/City Hall Maintenance

Asked if anyone has seen any mosquitoes in the area. If anyone sees any he can let the Mosquito Abatement crew know and they are very pro-active to respond.

The Washington County Solid Waste is planning a trip to Germany to look at a new recycling system. They have discussed on whether to continue with the Blu-Can Program or not. The facility reports it pays for itself and pays the county back with money from metal and other various recyclable products.

5. Mayor Chamberlain-TSWS/EMC/DTEC/Council Assignments:

No report was given.

Councilmember Ty Bringhurst makes a motion to enter the meeting into a closed session for strategy sessions to discuss pending or reasonable imminent litigation. Motion was seconded by Councilmember Justin Sip. Motion unanimously carried 4-0. Vote: Justin Sip-aye, Keen Ellsworth-aye, Ty Bringhurst-aye, Paul Heideman-aye.

G. POSSIBLE CLOSED SESSION:

Strategy session to discuss pending or reasonably imminent litigation.

The closed session ended at 7:44 p.m.

Councilmember Justin Sip made a motion to enter into a regular business meeting. Motion was seconded by Councilmember Keen Ellsworth. Motion unanimously carried 4-0. Justin Sip-aye, Keen Ellsworth-aye, Paul Heideman-aye, Ty Bringhurst-aye.

H. ADJOURN:

Meeting adjourned by Mayor Chamberlain at 7:45 p.m.

Mayor - Lynn Chamberlain

Date

Attest: City Recorder - Dana M. McKim

TOQUERVILLE CITY COUNCIL
Special Business Meeting Minutes
July 26, 2018 at 4:30 p.m.
212 N. Toquerville Blvd, Toquerville Utah



Present: Mayor Lynn Chamberlain; Councilmembers: Paul Heideman, Ty Bringhurst, Keen Ellsworth, Justin Sip; Staff: Recorder Dana McKim, Treasurer June Jeffery; Public: Alex Chamberlain, John C. Williams, Manning Butterworth, Greg Turner, Gregg Leiby, Dan James, Gary Chaves, Chris Butterworth.

A. CALL TO ORDER:

Mayor Chamberlain called the meeting to order at 4:31 p.m. The Pledge of Allegiance was led by Mayor Lynn Chamberlain and invocation led by Councilmember Ty Bringhurst. There were no disclosures, conflict declarations, or belief statements from anyone present. Lynn Chamberlain will declare a conflict of interest during the closed session of the meeting. Alex Chamberlain is Lynn Chamberlain's son.

B. BUSINESS:

1. Discussion, Interview, and Possible Appointment of Toquerville City Councilmember Vacancy: Three candidates interviewed for a vacant Councilmember seat on the Toquerville City Council. Applicants were given four questions to answer prior to the special business meeting and were asked to prepare a 3-5 min talk about themselves and why they wished to pursue a city council member vacancy. John "Chuck" Williams and Alex Chamberlain were present for the interview process. Applicant Jake Adams was unable to make the meeting due to a prior planned family vacation. Mr. Adams provided his presentation and answers to Mayor Chamberlain to be read during the meeting. Mayor Chamberlain said he did meet with Adams and they spent some time on his front porch talking about the available vacancy. If any of the council members had any questions to ask about their conversation he was more than willing to share their discussion. Mayor Chamberlain read Mr. Adams's statement. Alex Chamberlain read his introduction and John Williams followed with his statement. All of the applicants took turns answering questions that were given to the candidates prior to the meeting. Mayor Chamberlain read all of Jake Adams's answers. Mayor Chamberlain ended the regular business portion of the meeting at 5:05 p.m.

C. POSSIBLE CLOSED SESSION:

Councilmember Ty Bringhurst made a motion to enter into a closed session to discuss the character, professional competence, or physical or mental health of an individual. Motion was seconded by Councilmember Paul Heideman. Motion unanimously carried 4-0. Vote: Paul Heideman-aye, Keen Ellsworth-aye, Ty Bringhurst-aye, Justin Sip-aye.

The closed session ended at 5:22 p.m.

Councilmember Justin Sip made a motion to end the closed session. Motion was seconded by Councilmember Ty Bringhurst. Motion unanimously carried 4-0. Vote: Keen Ellsworth-aye, Paul Heideman-aye, Ty Bringhurst-aye, Justin Sip-aye.

The votes were collected by the city recorder in a hat. Alex Chamberlain received the majority vote for the vacant councilmember seat. The council thanked the applicants and how difficult of a task it was to decide on whom to choose. Alex Chamberlain agreed to be sworn in at the next City Council work meeting. There was a brief discussion on Mr. Chamberlain's responsibility as the Planning

Chairperson and how the pro tem, Manning Butterworth would assume the responsibilities of Chairperson once Chamberlain was sworn in as an official councilmember.

D. ADJOURN:

Mayor Chamberlain adjourned the meeting at 5:30 p.m.

Mayor - Lynn Chamberlain

Date

Attest: City Recorder - Dana M. McKim

City	Map	FPN	Field Checked	SELL POLE?	Attachments	Address
TOQUERVILLE	11340013.0	275902	ADDED	NO	BOTH	1905 N ANDERSON JUNCTION
TOQUERVILLE	11340013.0	354102	ADDED	YES	NONE	730 SPRING DR
TOQUERVILLE	11340013.0	354201	ADDED	YES	NONE	700 SPRING DR
TOQUERVILLE	11341013.0	021005	FIELD CHECKED	NO	BOTH	654 S WEST FIELD RD
TOQUERVILLE	11341013.0	022001	FIELD CHECKED	NO	BOTH	490 S WEST FIELD RD
TOQUERVILLE	11341013.0	022200	FIELD CHECKED	YES	NONE	S/O ASH CREEK ON WEST FIELD RD
TOQUERVILLE	11341013.0	022402	FIELD CHECKED	YES	NONE	70 W WEST FIELD RD
TOQUERVILLE	11341013.0	022601	FIELD CHECKED	NO	BOTH	PECAN DR & ASH CREEK
TOQUERVILLE	11341013.0	022603	FIELD CHECKED	NO	BOTH	45 N ASH CREEK DR
TOQUERVILLE	11341013.0	022701	FIELD CHECKED	NO	BOTH	ASH CREEK & OLD CHURCH
TOQUERVILLE	11341013.0	022801	FIELD CHECKED	NO	BOTH	51 W ASH CREEK DR
TOQUERVILLE	11341013.0	022803	FIELD CHECKED	NO	BOTH	235 N ASH CREEK DR
TOQUERVILLE	11341013.0	023100	FIELD CHECKED	NO	BOTH	BERRY AVE & ASH CREEK ST
TOQUERVILLE	11341013.0	023403	FIELD CHECKED	NO	BOTH	ASH CREEK & WEST FIELD RD
TOQUERVILLE	11341013.0	023505	FIELD CHECKED	NO	BOTH	CENTER ST & ASH CREEK
TOQUERVILLE	11341013.0	023600	FIELD CHECKED	NO	BOTH	PECAN DR & TOQUER BLVD
TOQUERVILLE	11341013.0	023704	FIELD CHECKED	NO	BOTH	LILLY LN & TOQUER BLVD
TOQUERVILLE	11341013.0	023803	FIELD CHECKED	NO	BOTH	225 STATE TOQUER BLVD
TOQUERVILLE	11341013.0	023806	FIELD CHECKED	NO	BOTH	OLD CHURCH RD TOQUER BLVD NW
TOQUERVILLE	11341013.0	023900	FIELD CHECKED	NO	BOTH	SPRING DR & HILLSIDE DR
TOQUERVILLE	11341013.0	023904	FIELD CHECKED	NO	BOTH	ASH CREEK DR & SPRING DR
TOQUERVILLE	11341013.0	024100	ADDED	NO	BOTH	BERRY LN & OLD PIONEER RD
TOQUERVILLE	11341013.0	024305	ADDED	NO	BOTH	WEST FIELD RD & TOQUER BLVD
TOQUERVILLE	11341013.0	024505	FIELD CHECKED	NO	BOTH	CENTER ST & HWY 17
TOQUERVILLE	11341013.0	024507	FIELD CHECKED	NO	BOTH	44 S HWY 17
TOQUERVILLE	11341013.0	024604	FIELD CHECKED	NO	BOTH	45 N HWY 17
TOQUERVILLE	11341013.0	024804	FIELD CHECKED	NO	BOTH	HILLSIDE DR
TOQUERVILLE	11341013.0	024900	FIELD CHECKED	NO	BOTH	HILLSIDE DR
TOQUERVILLE	11341013.0	108701	FIELD CHECKED	NO	SECONDARY	225 SUNSET DR
TOQUERVILLE	11341013.0	111702	FIELD CHECKED	NO	BOTH	99 SUNSET DR
TOQUERVILLE	11341013.0	112800	FIELD CHECKED	NO	BOTH	630 WEST FIELD RD
TOQUERVILLE	11341013.0	112802	FIELD CHECKED	NO	BOTH	SUNSET RD & WEST FIELD RD
TOQUERVILLE	11341013.0	113702	FIELD CHECKED	NO	BOTH	760 WEST FIELD RD

TOQUERVILLE	11341013.0	116101	FIELD CHECKED	NO	BOTH	SHADOW CREEK LN & HWY 17
TOQUERVILLE	11341013.0	116302	FIELD CHECKED	YES	NONE	1111 S HWY 17
TOQUERVILLE	11341013.0	116504	FIELD CHECKED	NO	BOTH	950 S TOQUER BLVD
TOQUERVILLE	11341013.0	118086	FIELD CHECKED	YES	NONE	CHOLLA ST & CHOLLA CIR
TOQUERVILLE	11341013.0	118088	FIELD CHECKED	YES	NONE	1254 S CHOLLA CIR
TOQUERVILLE	11341013.0	119088	FIELD CHECKED	YES	NONE	OCOTILLO & CHOLLA
TOQUERVILLE	11341013.0	119190	FIELD CHECKED	YES	NONE	1022 S CHOLLA ST
TOQUERVILLE	11341013.0	119191	FIELD CHECKED	YES	NONE	RAMOS & CHOLLA ST
TOQUERVILLE	11341013.0	144401	FIELD CHECKED	NO	BOTH	1623 ASH CREEK DR
TOQUERVILLE	11341013.0	144599	FIELD CHECKED	NO	BOTH	1599 ASH CREEK DR
TOQUERVILLE	11341013.0	145200	FIELD CHECKED	NO	BOTH	CHAPARELL & ASH CREEK DR
TOQUERVILLE	11341013.0	145202	FIELD CHECKED	NO	BOTH	1752 CHAPARELL DR
TOQUERVILLE	11341013.0	145402	FIELD CHECKED	NO	BOTH	1675 CHAPARELL DR
TOQUERVILLE	11341013.0	145503	FIELD CHECKED	NO	BOTH	1555 CHAPARELL DR
TOQUERVILLE	11341013.0	145511	FIELD CHECKED	NO	BOTH	1525 RIM VIEW DR
TOQUERVILLE	11341013.0	146401	FIELD CHECKED	NO	BOTH	1697 RIM VIEW DR
TOQUERVILLE	11341013.0	146680	FIELD CHECKED	YES	NONE	BRINGHURST & SHANGRI-LA
TOQUERVILLE	11341013.0	147284	FIELD CHECKED	YES	NONE	111 TERRACE CIR
TOQUERVILLE	11341013.0	147285	FIELD CHECKED	YES	NONE	105 TERRACE CIR
TOQUERVILLE	11341013.0	147381	FIELD CHECKED	YES	NONE	125 TERRACE CIR
TOQUERVILLE	11341013.0	147980	FIELD CHECKED	YES	NONE	HWY 17 & CHOLLA
TOQUERVILLE	11341013.0	147981	FIELD CHECKED	YES	NONE	HWY 17 & CHOLLA
TOQUERVILLE	11341013.0	148993	FIELD CHECKED	YES	NONE	1356 S CHOLLA DR
TOQUERVILLE	11341013.0	148994	FIELD CHECKED	YES	NONE	1425 STAGHORN
TOQUERVILLE	11341013.0	148995	FIELD CHECKED	YES	NONE	STAGHORN & CHOLLA
TOQUERVILLE	11341013.0	148996	FIELD CHECKED	YES	NONE	CHOLLA & CANE

11	WOOD	OH	COBRA	HPS	100	7/3/1998
11	WOOD	OH	COBRA	HPS	100	7/3/1998
11	WOOD	OH	COBRA	HPS	100	7/3/1998
11	FIBERGLASS	UG	AMERICAN REVOLUTION	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	OH	COBRA	HPS	100	6/29/1997
11	WOOD	UG	COBRA	HPS	100	6/29/1997
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	6/29/1997
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	6/29/1997
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	6/29/1997
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004
11	FIBERGLASS	UG	TOWN & COUNTRY	HPS	100	1/16/2004

DESIGNATED STLT

DESIGNATED STLT

TOQUERVILLE CITY STREET LIGHTING FACILITIES PURCHASE AND SALE AGREEMENT

This TOQUERVILLE CITY STREET LIGHTING FACILITIES PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2018 ("Effective Date") by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, ("Seller" or "Rocky Mountain Power"), and TOQUERVILLE CITY, a body corporate and politic of the State of Utah ("Buyer"), with reference to the following facts:

A. Seller is engaged in the business of generating, transmitting and distributing electric energy and in connection therewith owns certain street lighting facilities located within Buyer's annexed boundaries, as more fully described on Exhibit B, and attached hereto (the "Assets").

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, Seller's right, title and interest in and to the Assets upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

1.1.1 "Asset Purchase Price" means the sum of Rocky Mountain Power's net depreciated book cost of the Assets, plus Separation Costs, plus Transactional Costs.

1.1.2 "Separation Costs" means all reasonable costs, charges, and expenses incurred by Rocky Mountain Power to inspect and inventory the Assets, update all inventory and real estate records, and change pole number plates in the field where necessary to delineate Buyer ownership, all as conclusively determined by Rocky Mountain Power's SAP accounting system.

1.1.3 "Transactional Costs" means all other reasonable costs, charges, and expenses incurred by Rocky Mountain Power including without limitation: costs to obtain regulatory approval, reasonable attorney fees, appraisal costs, overheads, expenses, and supplies and all other direct costs all as conclusively determined by Rocky Mountain Power's SAP accounting system.

1.1.4 "Business Day" means a day that is not a Saturday, a Sunday, or a day on which banking institutions in the State of Utah are not required to be open.

1.1.5 "Governmental Body" means any federal, state, local, municipal, or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal; but does not include Buyer, any Buyer subsidiary, or any of their respective successors in interest or any owner or operator of the Assets (if otherwise a Governmental Body).

1.1.6 "Knowledge" of a party shall mean with respect to such party, the extent of the actual knowledge of any Person listed on Exhibit A with respect to such party.

1.1.7 "Laws" shall mean all applicable statutes, rules, regulations, ordinances, orders, common law and their legal and equitable principles, and codes of federal, state and local governmental and regulatory authorities having jurisdiction.

1.1.8 "Licenses" shall mean registrations, licenses, permits, authorizations and other consents or approvals of Governmental Bodies.

1.1.9 "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Body.

1.1.10 "Taxes" shall mean (i) all federal, state, county and local sales, use, property, recordation and transfer taxes, and (ii) any interest, penalties and additions to tax attributable to any of the foregoing, but shall not include income and other taxes.

1.1.12 "Affiliate" shall mean any entity that substantially controls, is substantially controlled by, or is under common control with, Seller.

ARTICLE 2. BASIC TRANSACTION

2.1 Ownership. Rocky Mountain Power shall own the Assets until the Closing Date.

2.2 Operation and Maintenance. From and after the Closing Date, Buyer shall own and be solely responsible for the operation and maintenance of the Assets and shall bear all risk of loss of the Assets. Prior to the Closing Date, Rocky Mountain Power shall be responsible for the operation and maintenance of the Assets. For the life of the Assets, Buyer shall at all times operate and maintain the Assets in accordance with prudent utility practice.

2.3 Purchased Assets. On the terms and subject to the conditions contained in this Agreement, at the Closing, Buyer shall purchase, and Seller shall sell, convey, assign, transfer and deliver to Buyer all right, title and interest in and to all street lighting facilities located within Buyer's annexed boundaries by way of a Bill of Sale in substantially the same form as Exhibit E attached hereto.

2.4 Actual Asset Purchase Price. The Asset Purchase Price for the Assets is Twenty Thousand Five Hundred Eighty Four and no/100 Dollars (\$20,584), as more fully described on Exhibit C, attached hereto ("Break Down of Asset Purchase Price"). The parties agree and

acknowledge that separate from the Asset Purchase Price, Buyer has previously paid to Seller the amount of \$346.14, which amount represents reimbursement for field assessment costs.

2.5 Excluded Liabilities and Excluded Receivables. The parties agree that liabilities and obligations of Seller not described herein as assumed liabilities are not part of the assumed liabilities, and Buyer shall not assume or become obligated with respect to any other obligation or liability of Seller or any Affiliate of Seller (collectively, "Excluded Liabilities"), including, without limitation, the liabilities and obligations described in this Section, all of which shall remain the sole responsibility of Seller. In particular, Buyer shall not have any liability or obligation with respect to any of the following liabilities or obligations of Seller as the same may exist at the Closing:

2.5.1 Liabilities or obligations of Seller or its Affiliates arising from Seller's ownership, operation or use of the Assets prior to the Closing Date.

2.5.2 Subject to Section 6.2 respecting certain expenses incurred in connection with the transactions contemplated hereby, any of Seller's or its Affiliates' liabilities or obligations with respect to franchise foreign, federal, state or local taxes imposed upon or measured, in whole or in part, by the income for any period of Seller or any member of any combined or consolidated group of companies of which Seller is, are, or was at any time, a part, or with respect to interest, penalties or additions to any of such taxes, and any income, franchise, tax recapture, transfer tax, sales tax or use tax that may arise upon consummation of the transactions contemplated hereby and be due from or payable by Seller, it being understood that Buyer shall not be deemed to be Seller's transferee with respect to any such tax liability.

2.5.3 Liabilities of Seller for third party claims where the injury or damage occurred prior to the Closing.

2.5.4 Liabilities of Seller incurred in connection with Seller obtaining any consent, authorization or approval necessary to sell, convey, assign, transfer or deliver the Assets to Buyer hereunder.

2.5.5 Any liability of Seller representing indebtedness for money borrowed, the deferred portion of the purchase price for any of the Assets (and any refinancing thereof), or money owed for materials and/or labor relating to the Assets. With respect to such indebtedness or obligation that constitutes a lien or encumbrance upon any Asset, Seller agrees that on or prior to the Closing it shall either pay or discharge such indebtedness or obligation in full or otherwise cause such lien or encumbrance to be removed from the Asset, so that such Asset is sold, conveyed, assigned, transferred and delivered to Buyer at the Closing free and clear of such lien or encumbrance.

2.5.6 That street lighting and joint-use-attachment revenue, due the Seller, that was earned prior to the close of the sale, whether billed or not billed, remains a receivable of the Seller and the right to receive said revenue is not transferred to the Buyer by this agreement.

2.6 Third-Party Facilities Attached to Seller's Assets. Seller has represented to Buyer that certain of the Assets have attachments owned by third parties, as more particularly set forth in Exhibit F. Seller makes no representation, warranty nor guaranty as to the compliance of

such attachments with applicable regulations. Following Closing, Buyer shall be responsible for negotiating third-party attachment rights directly with the owner(s) of the attachments.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, as of the date hereof, as follows:

3.1 Organization and Corporate Power. Seller is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Utah. Seller has all requisite power and authority to own the Assets and to perform the transaction on its part contemplated by this Agreement.

3.2 Authority and Enforceability. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby has been duly authorized by the board of directors or other applicable governing body of Seller; no other corporate act or proceeding on the part of Seller is necessary to authorize this Agreement. This Agreement has been and shall, as of the Closing, have been duly executed and delivered by Seller, and this Agreement constitutes, and when executed and delivered, shall constitute, a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement do not: (a) conflict with or result in a breach of any of the provisions of the Articles of Incorporation or Bylaws or similar charter documents of Seller; (b) to Seller's Knowledge, contravene any Law presently in effect or cause the suspension or revocation of any License presently in effect, which affects or binds Seller or any of its properties, except where such contravention, suspension or revocation shall not have a Material Adverse Effect (as defined below) on the Assets and shall not affect the validity or enforceability of this Agreement; or (c) conflict with or result in a breach of or a default (with or without notice or lapse of time or both) under any material agreement or instrument to which Seller is a party or by which it or any of its properties applicable to the Assets may be affected or bound, the effect of which conflict, breach, or default, either individually or in the aggregate, would be a Material Adverse Effect on the Assets. As used herein, a "Material Adverse Effect": (a) when used with respect to the Assets, means any adverse effect on the Assets, or on the operation thereof, when taken as a whole, but only to the extent such adverse effect would be deemed material by a reasonably prudent person under the circumstances; and (b) when used with respect to an entity, such as a Seller or Buyer, means any adverse effect on the business, condition (financial or otherwise) or results of operations of such entity, when taken as a whole, or on the ability of such entity to consummate the transaction contemplated hereby, but only to the extent such adverse effect would be deemed material by a reasonably prudent person under the circumstances.

3.4 Approvals. The execution, delivery and performance by Seller of this Agreement does not require the authorization, consent or approval of any non-governmental third party of such a nature that the failure to obtain the same would have a Material Adverse Effect on the Assets or the Assets substantially as they have heretofore operated.

3.5 Compliance with Law. To Seller's Knowledge, Seller is in compliance in all material respects with all pertinent Laws and Licenses related to the ownership and operation of the Assets, other than violations that would not, individually or in the aggregate, have a Material Adverse Effect on the ownership, use or operation of the Assets or on the ability of Seller to execute and deliver this Agreement or any other agreements contemplated hereby and consummate the transactions contemplated hereby and thereby.

3.6 Title to Property. Seller has good and defensible title to all tangible personal property included in the Assets to be sold, conveyed, assigned, transferred and delivered to Buyer by Seller, free and clear of all liens, charges, claims, pledges, security interests, equities and encumbrances of any nature whatsoever suffered or created by Seller, except for the following (individually and collectively, the "Permitted Encumbrances"): (i) the lien of current taxes not delinquent, (ii) existing licensed pole attachments of third parties, (iii) liens, charges, claims, pledges, security interests, equities and encumbrances to be discharged or released either prior to, or substantially simultaneously with, the Closing and other liens and possible minor matters that in the aggregate are not substantial in amount and do not materially detract from or interfere with the present or intended use of such property.

3.7 Litigation. Except for (a) ordinary routine claims and litigation incidental to the businesses represented by the Assets (including, without limitation, actions for negligence, workers' compensation claims and the like), and (b) proceedings before regulatory authorities there are no actions, suits, claims or proceedings pending, or to Seller's Knowledge, threatened against or affecting the Assets or relating to the operations of the Assets, at law or in equity, or before or by any Governmental Body. There is no condemnation proceeding pending or, to Seller's Knowledge, threatened against any of the Assets.

3.8 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon any agreements or arrangements or commitments written or oral, made by or on behalf of Seller.

3.9 Condition of Assets. Seller sells the Assets to Buyer "AS IS, WHERE IS, WITH ALL FAULTS." Seller hereby disclaims and excludes here from, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the Assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, or (c) any express or implied representation, guarantee, obligation, liability or warranty of Seller, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller, as of the date hereof, as follows:

4.1 Organization and Power. Buyer is a municipal government entity, and is authorized to exercise its powers, rights and privileges and is in good standing in, the State of Utah and has full power to carry on its business as presently conducted and to own or lease and operate its properties and assets now owned or leased and operated by it and to perform the transaction on its part contemplated by this Agreement.

4.2 Authority and Enforceability. The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by the applicable governing body of Buyer; no other governmental act or proceeding on the part of Buyer is necessary to authorize this Agreement. This Agreement has been and shall, as of the Closing, have been, duly executed and delivered by Buyer, and this Agreement, when executed and delivered, shall constitute a valid and binding obligation of Buyer, enforceable against Buyer, in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws now or hereafter in effect relating to creditors' rights generally and that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

4.3 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement do not: (a) conflict with or result in a breach of any of the provisions of the organizational documents of Buyer, (b) contravene any Law or cause the suspension or revocation of any License presently in effect, which affects or binds Buyer or any of its material properties; (c) conflict with or result in a breach of or default under any material agreement or instrument to which Buyer is a party or by which it or any of its properties may be affected or bound; or (d) conflict with, violate any provision of or result in a breach of or default of any financial obligations of Buyer including, without limitation, bonding covenants to which Buyer is subject.

4.4 Approvals. The execution, delivery and performance by Buyer of this Agreement do not require the authorization, consent or approval of any non-governmental third party.

4.5 Condition of Assets. Buyer agrees that except for the representations and warranties expressly set forth in this agreement, the assets shall be purchased by Buyer on an "AS IS, WHERE IS" basis and in "WITH ALL FAULTS" condition. Buyer acknowledges that Seller disclaims and excludes here from, (a) any express or implied representation or warranty as to the value, condition, design, operation, or quality of the materials or workmanship in, or any defects in, the assets, (b) any express or implied warranty of merchantability or fitness for use or for a particular purpose, and (c) any express or implied representation, guarantee, obligation, liability or warranty of Seller, express or implied, of any kind, arising by law or from course of performance, course of dealing, or usage of trade.

4.6 No Knowledge of Seller's Breach. Buyer has no Knowledge of any breach of any representation or warranty by Seller or of any other condition or circumstance that would excuse Buyer from its timely performance of its obligation hereunder. Buyer shall notify Seller as promptly as practicable if any such information comes to its attention prior to Closing.

4.7 Qualified for Licenses. To Buyer's Knowledge, Buyer is either (a) qualified to obtain any Licenses necessary for the operation by Buyer of the Assets as of the Closing in the same manner as the Assets are presently operated; or (b) exempt from any Laws requiring Licenses for the operation by Buyer of the Assets as of the Closing in the same manner as the Assets are presently operated.

ARTICLE 5. COVENANTS OF EACH PARTY

5.1 Efforts to Close; Reasonable Efforts. Subject to the terms and conditions herein provided including, without limitation, Articles 8 and 9 hereof, each of the parties hereto agrees to take all reasonable actions and to do all reasonable things necessary, proper or advisable under any Laws to consummate and make effective, as soon as reasonably practicable, the transaction contemplated hereby, including the satisfaction of all conditions thereto set forth herein. Such action shall include, without limitation, exerting their reasonable efforts to obtain the consents, authorizations and approvals of all private parties and other Governmental Bodies whose consent is reasonably necessary to effectuate the transaction contemplated hereby, and effecting all other necessary registrations and filings, including, without limitation, filings under Laws relating to the transfer, re-issuance or otherwise obtaining of necessary Licenses, and all other necessary filings with any other Governmental Bodies. Seller shall cooperate with Buyer's efforts to obtain the requisite Licenses and regulatory consents, provided Seller shall not be obligated to incur any liabilities or assume any obligations in connection therewith. Other than Buyer's and Seller's obligations under Section 11.3, no party shall have any liability to the other party if, after using its reasonable commercial efforts, it is unable to obtain any consents, authorizations or approvals necessary for such party to consummate the transaction contemplated hereby. As used herein, the terms "reasonable efforts" or "reasonable actions" do not include the provision of any consideration to any third party or the suffering of any material economic detriment to a party's ongoing operations for the procurement of any such consent, authorization or approval.

5.2 Notification. Each party shall give the other prompt written notice, not later than five Business Days prior to the Closing, of any event, condition or fact arising prior to the Closing that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

ARTICLE 6. ADDITIONAL COVENANTS OF BUYER

6.1 Resale Certificate. Buyer agrees to furnish to Seller a Utah Tax Exemption Certificate Form TC-721 or other similar documents reasonably requested by Seller to comply with pertinent sales and use tax Laws.

6.2 Expenses. Whether or not the transaction contemplated hereby is consummated, except as otherwise provided in this Agreement, all Separation Costs and Transactional Costs shall be paid by Buyer. Notwithstanding the foregoing, any unforeseen costs not covered by the Separation Costs and Transactional Costs, shall be negotiated between the Buyer and Seller. All charges and expenses shall be settled between the parties at the Closing or promptly upon termination or expiration of further proceedings under this Agreement, or with respect to such charges and expenses not determined as of such time, as soon thereafter as is reasonably practicable.

6.3 Insurance. After the Effective Date, Buyer shall carry insurance, or shall self-insure, adequate to insure the Assets against loss or damage by fire and other risks, and public liability consistent with its past practices for like assets, subject to the limitations set forth in Utah Code Ann. §63G-7-604, as that statute may be applicable.

6.4 Ongoing Maintenance, Repair, or Replacement; Training of Workers. After the Closing, Buyer shall be solely responsible for the maintenance of the Assets and to perform all maintenance subject to the National Electrical Safety Code (NESC), which shall include (but not limited to), NESC Rules 410A1&2, 411A3, 411E, 420A, 420B, 420C, 420D, 420H, 420I, and 421A. Buyer has located and procured or is prepared to locate and procure on its own behalf, replacement components in the event of failure of any or all of the Assets at any time. Buyer takes full responsibility for the installation of such replacement components.

6.4.1 Buyer has arranged or shall arrange for personnel qualified under Occupational Safety and Health Administration (OSHA) and NESC requirements to operate, maintain, and repair the Assets, and shall in no way rely on Rocky Mountain Power for such services. Buyer acknowledges the need to only utilize workers qualified as per requirements in OSHA 29 C.F.R. 1910.268 and 29 C.F.R. 1910.269 to perform maintenance on the Assets.

6.5 Energy Only Rate Schedule. The Assets purchased shall be placed on an energy-only rate schedule shown in Exhibit D, upon Closing. Buyer shall ensure that all future street lights added to Buyer's system have a means of disconnect suitable to Seller and the electrical inspection authority having jurisdiction. Buyer agrees that all connections and disconnections of the Assets from Seller's overall system shall be handled exclusively by Seller. Buyer shall provide Seller with notice of any changes to the Assets after the Closing that would affect Seller's billing arrangement with Buyer. Buyer shall comply with all of Seller's rules, regulations and requirements with respect to altering facilities and/or adding new facilities.

6.6 Notification of Change in Ownership. Within thirty (30) days following the Closing Date, Buyer shall notify all owners of real property located within Buyer's annexed town limits of Buyer's acquisition of the Assets. Such notification shall clearly: a) state that Buyer assumes all responsibilities and liabilities in and to the Assets; and b) provide contact information to report outages or other problems. Notice need not be provided by direct mail.

ARTICLE 7. ADDITIONAL COVENANTS OF SELLER

7.1 Conduct Pending Closing. Prior to consummation of the transactions contemplated hereby or the termination or expiration of this Agreement pursuant to its terms, unless Buyer shall otherwise consent in writing, which consent shall not be unreasonably withheld or delayed, and except for actions taken which are required by Law or arise from or are related to the anticipated transfer of the Assets or as otherwise contemplated by this Agreement, Seller shall:

7.1.1 Operate and maintain the Assets only in the usual and ordinary course, materially consistent with practices followed prior to the execution of this Agreement;

7.1.2 Not (i) sell, lease, transfer or dispose of, or make any contract for the sale, lease, transfer or disposition of, any assets or properties which would be included in the Assets,

other than sales in the ordinary course of business which would not individually, or in the aggregate, have a Material Adverse Effect upon the operations or value of Assets; (ii) incur, assume, guaranty, or otherwise become liable in respect of any indebtedness for money borrowed which would result in the Buyer assuming such liability hereunder after the Closing; (iii) delay the payment and discharge of any liability which, upon Closing, would be an assumed liability, because of the transactions contemplated hereby; (iv) encumber or voluntarily subject to any lien any Asset (except for Permitted Encumbrances); or (v) sell, lease, transfer or dispose of, to any Affiliate of Seller, any assets or properties which would be included in the Assets, or remove any such assets or property to or for the benefit of Seller or any Affiliate of any Seller;

7.1.3 Maintain in force and effect the existing material property and liability insurance policies related to the Assets;

7.1.4 Subject to Section 5.2, not take any action which would cause any of Seller's representations and warranties set forth in Article 3 to be materially false as of the Closing;

7.2 Conduct Following Closing. Seller shall take the following actions following Closing, as specified in this Section 7.2.

7.2.1 Renumbering of Purchased Poles. Within 90 days following the Closing, Seller shall physically renumber all sale poles via Seller-owned pole plates so as to indicate Buyer ownership for future tracking and billing purposes.

7.2.2 Notice to Third-Party Attachers of Change of Pole Ownership. Seller shall give abandonment notice to all known third-party attachers within thirty (30) days following Closing. A list of all known third party attachments is attached hereto as Exhibit F. Except as specifically set forth in this Section 7.2.2, Seller's responsibility with respect to the third party attachments shall conclude at Closing.

ARTICLE 8. BUYER'S CONDITIONS TO CLOSING

The obligations of Buyer to consummate the transaction contemplated with respect to the Assets shall be subject to fulfillment at or prior to the Closing of the following conditions, unless Buyer waives in writing such fulfillment.

8.1 Performance of Agreement. Seller shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed on or prior to the Closing.

8.2 Accuracy of Representations and Warranties. The representations and warranties of Seller set forth in Article 3 of this Agreement shall be true in all material respects as to the Assets in question and as of the date of this Agreement (unless the inaccuracy or inaccuracies which would otherwise result in a failure of this condition have been cured as of the Closing) and as of the Closing.

8.3 Approvals. All approvals, consents, authorizations and waivers from other Governmental Bodies and all approvals, consents, authorizations and waivers from other third

parties (collectively "Approvals") required for Buyer to operate the Assets materially in accordance with the manner in which it was operated by Seller prior to the Closing, shall have been obtained in form and substance satisfactory to Buyer in its reasonable discretion.

8.4 No Restraint. There shall be no:

8.4.1 Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Body which directs that the transaction contemplated hereby shall not be consummated as herein provided or compels or would compel Buyer to dispose of or discontinue, or materially restrict the operations of, the Assets or any significant portion of the Assets with respect thereto as a result of the consummation of the transaction contemplated hereby;

8.4.2 Suit, action or other proceeding by any Governmental Body pending or threatened (pursuant to a written notification), wherein such complainant seeks the restraint or prohibition of the consummation of the transaction contemplated hereby or seeks to compel, or such complainant's actions would compel, Buyer to dispose of or discontinue, or materially restrict the operations of, the Assets as a result of the consummation of the transaction contemplated hereby; or

8.4.3 Action taken, or Law enacted, promulgated or deemed applicable to the transaction contemplated hereby, by any Governmental Body which would render the purchase and sale of the Assets illegal or which would threaten the imposition of any penalty or material economic detriment upon Buyer if such purchase and sale were consummated; provided that the Parties shall use their reasonable efforts to litigate against, and to obtain the lifting of, any such injunction, restraining or other order, restraint, prohibition, action, suit, Law or penalty.

8.5 Casualty; Condemnation.

8.5.1 Casualty. If any part of the Assets is damaged or destroyed (whether by fire, theft, vandalism or other casualty) in whole or in part prior to the Closing, and the fair market value of the damaged, lost or destroyed Assets or the cost of repair of the Assets that were damaged or destroyed is less than 15 percent of the aggregate Asset Purchase Price, the Seller shall, at its option, either (i) reduce the Asset Purchase Price by the lesser of the fair market value of the Assets damaged or destroyed (such value to be determined as of the date immediately prior to such damage or destruction), or the estimated cost to repair or restore the same, (ii) upon the Closing, transfer the proceeds or the rights to the proceeds of applicable insurance to Buyer, provided that the proceeds or the rights to the proceeds are obtainable without delay and are sufficient to fully restore the damaged Assets, or (iii) repair or restore such damaged or destroyed Assets. If any part of the Assets related to the Assets are damaged or destroyed (whether by fire, theft, vandalism or other cause or casualty) in whole or in part prior to the Closing and the lesser of the fair market value of such Assets or the cost of repair is greater than 15 percent of the aggregate Asset Purchase Price, then Buyer may elect to terminate this Agreement or require Seller upon the Closing to transfer the proceeds (or the right to the proceeds) of applicable insurance to Buyer and Buyer may restore or repair the Assets.

8.5.2 Condemnation. From the date hereof until the Closing, in the event that any material portion of the Assets becomes subject to or is threatened with any condemnation or eminent domain proceedings, then Buyer may, (i) if such condemnation, if successful, would not practically preclude the operation of the balance of the Assets for the purposes for which they were intended, elect to terminate this Agreement with respect only to that part which is condemned or threatened to be condemned with a reduction in the Asset Purchase Price, or (ii) if such condemnation, if successful, would practically preclude the operation of the balance of the Assets for purposes for which it is intended, elect to terminate this Agreement.

8.6 Receipt of Other Documents. Buyer shall have received all other documents, instruments and writings reasonably required to be delivered to Buyer at or prior to Closing pursuant to the Agreement and such other certificates of authority and documents as Buyer reasonably requests.

8.7 Material Adverse Effect. There shall not have been an impairment of any Asset, as a result of a degradation of its physical condition, a change in Law, or provision of any approval that could reasonably be expected to have a Material Adverse Effect on the Buyer's ability to operate the Assets.

ARTICLE 9. SELLER'S CONDITIONS TO CLOSING

The obligations of Seller to consummate the transaction contemplated hereby with respect to the Assets related thereto shall be subject to the fulfillment at or prior to the Closing of the following conditions, unless Seller waives in writing such fulfillment.

9.1 Performance of Agreement. Buyer shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed on or prior to the Closing.

9.2 Accuracy of Representations and Warranties. The representations and warranties of Buyer set forth in Article 4 of this Agreement shall be true in all material respects as of the date of this Agreement (unless the inaccuracy or inaccuracies which would otherwise result in a failure of this condition have been cured by the Closing) and as of the Closing as if made as of such time.

9.3 Approvals. All Approvals required for Seller to consummate the transaction contemplated shall have been obtained in form and substance satisfactory to Seller affected by such Approval in its reasonable discretion.

9.4 No Restraint. There shall be no:

9.4.1 Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Body which directs that the transaction contemplated hereby shall not be consummated as herein provided;

9.4.2 Suit, action or other proceeding by any Governmental Body pending or threatened (pursuant to a written notification), wherein such complainant seeks the restraint or

prohibition of the consummation of the transaction contemplated hereby or otherwise constrains consummation of such transaction on the terms contemplated herein; or

9.4.3 Action taken, or law enacted, promulgated or deemed applicable to the transaction contemplated hereby, by any Governmental Body which would render the purchase and sale of the Assets illegal or which would threaten the imposition of any penalty or material economic detriment upon Seller if such transaction were consummated;

Provided that the Parties shall use their reasonable efforts to litigate against, and to obtain the lifting of, any such injunction, restraining or other order, restraint, prohibition, action, suit, law or penalty.

9.5 Receipt of Other Documents. Seller shall have received all documents, instruments and writings required to be delivered to Seller at or prior to Closing pursuant to the Agreement and such other certificates of authority and documents as Seller reasonably requests.

ARTICLE 10. CLOSING

10.1 Closing. Subject to the terms and conditions hereof, the consummation of the transaction contemplated herein (the "Closing") shall occur at the offices of Rocky Mountain Power, 1407 West North Temple, Salt Lake City, UT, or a mutually agreeable place or places, within five Business Days after all of the conditions set forth in Article 8 and Article 9 hereof have been satisfied or waived or at such other time as the parties may agree, but in no event later than August 31, 2018, unless earlier terminated pursuant to Article 11. The date on which the Closing actually occurs is referred to herein as the "Closing Date." At the Closing and subject to the terms and conditions hereof, the following shall occur:

10.1.1 Deliveries by Seller. Seller shall deliver to Buyer such instruments of transfer and conveyance properly executed and acknowledged by Seller in customary form mutually agreed to by the Seller and Buyer necessary to transfer to and vest in Buyer all of Seller's right, title and interest in and to the Assets including, without limitation:

- (a) Bills of Sale and assignment in respect of the Assets;
- (b) Possession of the Assets.

10.1.2 Deliveries by Buyer. No less than two (2) Business Day prior to the Closing Date, Buyer shall deliver to Seller immediately available funds in U.S. dollars, by way of wire transfer to an account to be designated by Seller, in an aggregate amount equal to the Asset Purchase Price.

10.2 Prorations. Items of expense and income (if any) affecting the Assets and the Assumed Liabilities that are customarily pro-rated, including, without limitation, real and personal property taxes, utility charges, charges arising under leases, insurance premiums, and the like, shall be pro-rated between Seller and Buyer.

ARTICLE 11. TERMINATION

11.1 Termination. Any transactions contemplated hereby that have not been consummated may be terminated:

11.1.1 At any time, by mutual written consent of the Seller and Buyer; or

11.1.2 By either Buyer or the Seller, as the case may be, upon 30 days written notice given any time after (i) the issuance of an order by a Governmental Body in a manner that fails to meet the conditions of the terminating party set forth in Sections 8.4 or 9.4, as the case may be, or (ii) all necessary applications for approval of this Agreement by Governmental Bodies have been filed and a final order, not including any period after such order during which applications for rehearing or modification or judicial appeals or remedies are pending, has not been obtained with respect to each such Application by the Termination Date.

11.1.3 By one Party upon written notice to the other if there has been a material default or breach under this Agreement by another party which is not cured by the earlier of the Closing Date or the date 30 days after receipt by the other party of written notice from the terminating party specifying with particularity such breach or default; or

11.1.4 By either Buyer or the Seller upon written notice to the other Party, if (i) the Closing shall not have occurred by the Termination Date; or (ii) (A) in the case of termination by the Seller, the conditions set forth in ARTICLE 9 for the Closing cannot reasonably be met by the Termination Date and (B) in the case of termination by Buyer, the conditions set forth in ARTICLE 8 for the Closing cannot reasonably be met by the Termination Date, unless in either of the cases described in clauses (A) or (B), the failure of the condition is the result of the material breach of this Agreement by the party seeking to terminate. The Termination Date for the Closing shall be one year from the date of this Agreement. Such date, or such later date as may be specifically provided for in this Agreement, or agreed upon by the parties, is herein referred to as the "Termination Date." Each Party's right of termination hereunder is in addition to any other rights it may have hereunder or otherwise.

11.2 Non-Funding. If necessary, Buyer shall request an appropriation of funds to make payments under this Agreement. If funds are not available to Buyer beyond the 30 days after the Closing Date, that immediately follows the Effective Date, this Agreement shall terminate. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement by either party and said termination shall be without any penalty, whatsoever, and no right of action for damages or other relief shall accrue to either party. If funds are not appropriated, Buyer shall, within ten (10) days of the date on which the event giving rise to the non-funding occurs, notify Seller in writing of said non-funding and the termination of this Agreement.

11.3 Effect of Termination. If there has been a termination pursuant to Section 11.1, then this Agreement shall be deemed terminated and all further obligations of the parties hereunder shall terminate, except that the obligations set forth in ARTICLE 12 shall survive. In the event of such termination of this Agreement, there shall be no liability for damages on the part of a party to another under and by reason of this Agreement or the transaction contemplated

hereby except as set forth in ARTICLE 12 and except for intentionally fraudulent acts by a party, the remedies for which shall not be limited by the provisions of this Agreement. The foregoing provisions shall not, however, limit or restrict the availability of specific performance or other injunctive or equitable relief to the extent that specific performance or such other relief would otherwise be available to a party hereunder.

ARTICLE 12. SURVIVAL AND REMEDIES; INDEMNIFICATION

12.1 Survival. Except as may be otherwise expressly set forth in this Agreement, the representations, warranties, covenants and agreements of Buyer and Seller set forth in this Agreement, or in any writing required to be delivered in connection with this Agreement, shall survive the Closing Date.

12.2 Damages. Absent intentional fraud or unless otherwise specifically provided herein, in no event shall either party be liable to the other party for consequential damages, indirect damages, punitive damages, lost profits, damage to reputation, lost data, exemplary damages, or the like. Damages shall be limited to actual out-of-pocket losses actually suffered and to an aggregate limit of 100% of the Asset Purchase Price. The amount of damages shall be computed net of any related recoveries to which the damaged party is entitled under insurance policies, or other related payments received or receivable from third parties, and net of any tax benefits actually received by the party or for which it is eligible.

12.3 Indemnity by Seller. Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, agents, contractors, affiliates and successors from and against any and all liability, loss, damage, claim, suit or cause of action arising out of or relating to (1) Seller's ownership, operation or maintenance of the Assets prior to Closing; or (2) Seller's failure to perform any of its obligations under this Agreement; or (3) any representation or warranty of Seller in this Agreement being untrue or inaccurate in any material respect; or (4) if the Closing occurs, the failure of Seller to pay, discharge or perform, as and when due, any of the Excluded Liabilities. Buyer shall have the right to enter into the action and assume the defense thereof with legal counsel selected by Buyer for any such claim, suit or action which is subject to this indemnity. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

12.4 Indemnity by Buyer. Buyer shall defend, indemnify, and hold harmless Seller, its officers, directors, employees, agents, contractors, affiliates and successors from and against any and all liability, loss, damage, claim, suit or cause of action arising out of or relating to (1) Buyer's ownership, operation or maintenance of the Assets following Closing; or (2) Buyer's failure to perform any of its obligations under this Agreement; or (3) any representation or warranty of Buyer in this Agreement being untrue or inaccurate in any material respect. Seller shall have the right to enter into the action and assume the defense thereof with legal counsel selected by Seller for any such claim, suit or action which is subject to this indemnity. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

12.5 Limitations on Indemnities. The indemnification obligations of Seller and Buyer shall be subject to the following limitations and qualifications:

12.5.1 The party requesting indemnification shall promptly (but in no event less than sixty (60) days) upon its discovery of facts or circumstances giving rise to a claim for indemnification, including receipt by it of notice of any demand, assertion, claim, action or proceeding, judicial, governmental or otherwise, by any third party, give written notice thereof to the indemnifying party. The written notice shall include a copy of any third-party claim and other documents received.

12.5.2 The written notice of a claim for which indemnification is requested must be made before the second anniversary of the earlier to occur of the Closing Date or the date on which this Agreement is terminated, as the case may be.

ARTICLE 13. GENERAL PROVISIONS

13.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person, (b) one (1) Business Day after having been delivered to an air courier for overnight delivery or (c) three (3) Business Days after having been deposited in the U.S. mails as certified or registered mail, return receipt requested, all fees prepaid, directed to the parties or their permitted assignees at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to Seller, addressed to:	If to Buyer, addressed to:
Brent Dewsnup Rocky Mountain Power 1469 West North Temple Salt Lake City, UT 84116 Telephone: (801) 220-2649	Lynn A. Chamberlain Toquerville City Mayor PO Box 27 Toquerville, UT 84774

With a copy to :
Rocky Mountain Power Legal Dept. 1407 West North Temple, Suite 320 Salt Lake City, Utah 84116

13.2 Attorney's Fees. In any litigation or other proceeding relating to this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

13.3 Successors and Assigns. Buyer may assign the Agreement, and Buyer's assignee shall succeed to all rights and obligations of Buyer as if identified as Buyer in the preamble of this Purchase and Sale Agreement. In addition, Buyer may grant to its lenders a security interest

in its rights under this Agreement; provided that neither the grant of any such interest, nor the foreclosure of any such interest, shall in any way release, reduce or diminish the obligations of Buyer to Seller hereunder. The rights under this Agreement shall not be assignable or transferable nor the duties delegable by Seller without the prior written consent of Buyer. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person, other than the parties hereto, their permitted successors-in-interest and permitted assignees and any Person who or which is an intended beneficiary of the indemnities provided herein, any rights or remedies under or by reason of this Agreement unless so stated to the contrary.

13.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.5 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

13.6 Entirety of Agreement; Amendments. This Agreement (including the Exhibits hereto) contains the entire understanding between the parties concerning the subject matter of this Agreement except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement and such other documents and instruments which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties hereto. All Exhibits attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

13.7 Construction. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the parties participated equally in the drafting of the same. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments. Whenever in this Agreement the context so suggests, references to the masculine shall be deemed to include the feminine, references to the singular shall be deemed to include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive.

13.8 Waiver. The failure of a party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. A waiver by any party of the performance of any covenant, condition, representation or warranty of any other party shall not invalidate this Agreement, nor

shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

13.9 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the Laws of the State of Utah applicable to contracts made and to be performed wholly within the State of Utah. Any action or proceeding arising under this Agreement shall be adjudicated in Salt Lake City, Utah.

13.10 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable Law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, without affecting the remainder of such provision or the remaining provisions of this Agreement.

13.11 Consents Not Unreasonably Withheld. Wherever the consent or approval of any party is required under this Agreement, such consent or approval shall not be unreasonably withheld, unless such consent or approval is to be given by such party at the sole or absolute discretion of such party or is otherwise similarly qualified.

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

Signature Page Follows

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

BUYER:

City of _____, a body corporate and politic of the State of Utah

By: _____

Name: _____

Title: Lynn A. Chamberlain
Toquerville City Mayor

STATE OF UTAH)
 : ss.

)

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of _____, Office of Mayor, and that the foregoing instrument was signed on behalf of _____, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in _____

SELLER:

PACIFICORP, an Oregon corporation, dba
ROCKY MOUNTAIN POWER

By: _____

Name: Lonnie Hoggard

Title: Manager, Distribution

TOQUERVILLE CITY
Street Lighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit A

Persons with Knowledge

“Knowledge” of a party shall mean with respect to such party, the extent of the actual knowledge of the following Persons with respect to such party:

For Seller:

Brent Dewsnup, Regional Business Manager

For Buyer:

Lynn A. Chamberlain, Toquerville City Mayor

TOQUERVILLE CITY
Street Lighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit B

Assets

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
Wood Poles	373	1997	1	401
Wood Poles	373	1998	5	2,252
Non Wood Poles	373	1997	3	644
Non Wood Poles	373	2004	11	4,376
Overhead Conductor	365	1997	400	151
Overhead Conductor	365	1998	1,750	436
Underground Cable	367	1997	200	159
Underground Cable	367	1998	50	42
Underground Cable	367	2004	550	499
Luminaires	373	1997	12	1,403
Luminaires	373	1998	36	4,422
Luminaires	373	2004	11	1,952
Total				16,737

TOQUERVILLE CITY
Street Lighting Facilities
PURCHASE AND SALE AGREEMENT

Exhibit C

Breakdown of Asset Purchase Price

<u>Description</u>	<u>Sales Price</u>
<u>Plant in Service</u>	
365 Overhead Conductors & Devices	\$587
367 Underground Conductors and Devices	\$700
373 Street Lighting and Signal Systems	\$15,450
Plant in Service	\$16,737
Income Taxes	\$347
 Sale Price - Existing Assets	<hr/> \$17,084
Expenses	
Separation Costs	\$1,000
Estimated Sales Tax @ 0.00%	\$0
Legal/Transaction Costs	\$2,500
Total Expenses	<hr/> \$3,500
Total Sale Price	<hr/> <hr/> \$20,584

**TOQUERVILLE CITY
Street Lighting Facilities
PURCHASE AND SALE AGREEMENT**

Exhibit D

Energy Only Rate Schedule

Rocky Mountain Power, Electric Service Schedule No. 12, State of Utah for Street Lighting:
Customer-Owned System, currently available at

http://www.rockymountainpower.net/content/dam/rocky_mountain_power/doc/About_Us/Rates_and_Regulation/Utah/Approved_Tariffs/Rate_Schedules/Street_Lighting_Customer_Owned_System.pdf, as the same may be modified, amended, or superseded.

**TOQUERVILLE CITY
Street Lighting Facilities
PURCHASE AND SALE AGREEMENT**

Exhibit E

BILL OF SALE

SELLER: ROCKY MOUNTAIN POWER

BUYER: TOQUERVILLE CITY

FOR VALUABLE CONSIDERATION totaling Twenty Thousand Five Hundred Eighty-Four and no/100 Dollars (\$20,584), the receipt of which is hereby acknowledged, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells and delivers to Toquerville City, Utah ("Buyer"), pursuant to an Asset Purchase Agreement dated as of the ____ day of _____, 2018, all of its right, title, and interest in and to all of the Assets listed on Exhibit B, attached to said Asset Purchase Agreement, and presently in the possession of Seller.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS, WITH ALL FAULTS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM, (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN, THE ASSETS, (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OTHER THAN THOSE EXPRESSLY SET FORTH IN SAID ASSET PURCHASE AGREEMENT.

DATED this _____ day of _____ 2018.

PACIFICORP, an Oregon corporation, dba
ROCKY MOUNTAIN POWER

By: _____
Name: Lonnie Hoggard
Title: Manager, Distribution

[illegible]

TOQUERVILLE CITY
ORDINANCE 2018.22



AN ORDINANCE TO ADD CHAPTER 5 TO TITLE 3 (BUSINESS AND LICENSE REGULATIONS) OF THE TOQUERVILLE CITY CODE TO PROVIDE FOR THE ISSUANCE AND REGULATION OF SPECIAL EVENTS OCCURRING WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BY LICENSE.

RECITALS

WHEREAS, Toquerville City ("City") is an incorporated municipality duly organized under the laws of the State of Utah.

WHEREAS, the City is authorized pursuant to Utah Code Annotated, Title 10, Chapter 9A, to enact ordinances necessary or appropriate for the use of land within the City's municipal boundaries.

WHEREAS, the City is further authorized pursuant to Utah Code Annotated, Title 10, Chapter 8 (Section (1)(a)) to fix the amount, terms, and manner of issuing licenses.

WHEREAS, pursuant to Utah Code Annotated, Title 10, Chapter 3b, Section 301, the Toquerville City Council ("City Council") is designated as the governing body of the City.

WHEREAS, the City has seen an increase of persons and groups wanting to organize and conduct special events both on private property and City property and desires to create a method and procedure for processing said requests and regulating the same through the issuance of a Special Event License that clearly sets forth the conditions of issuance and the financial obligations of the applicants and organizers.

ORDINANCE

NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of Toquerville City, State of Utah, as follows:

1. ADDITION OF CHAPTER 5 OF TITLE 3 REGARDING THE LICENSING OF SPECIAL EVENTS. Title 3 of the of the Toquerville City Code (Business and License Regulations) is hereby augmented by adding Chapter 5 which defines and regulates the conducting of special events within the City's municipal boundaries as follows:

3-5-1: DEFINITIONS:

SPECIAL EVENT ORGANIZER; the individual, business entity, or organization who is in charge of planning, organizing and directing the Special Event.

***SPECIAL EVENT:** Any event, march, parade, ceremony, show, exhibition, pageant, race, festival, circus, carnival, outdoor dance, community fair, concert, or activity of any kind, or any similar display, in or upon any street, park, parking lot, or any other public place in the city where more than fifty (50) persons are expected to be involved and/or the event is likely to increase the need for City personnel.*

3-5-2: LICENSE REQUIRED; EXCEPTIONS:

No person shall engage in, participate in, aid, form or start any Special Event, unless a Special Event License shall have been obtained from the City Clerk. This Chapter shall not apply to the following or any other event exempted by the City Council at a regular meeting of the City Council at which a quorum is present:

- A. A funeral procession;*
- B. Students going to and from school classes. Also school-sponsored activities, providing such conduct is under the immediate direction and supervision of the proper school authorities;*
- C. A governmental agency event related to the agency acting within the scope of its functions such as informational meetings, public meetings, and open houses;*
- D. City-sponsored celebrations or Fourth of July celebrations;*
- E. Church-sponsored activities if held on church-owned property;*
- F. Family reunions or other private events at a city park (provided they do not require additional city personnel); and*
- G. Pioneer Day celebrations.*

3-5-3: APPLICATION FOR SPECIAL EVENT LICENSE; FEE

- A. Filing Period: An application for a Special Event License shall be filed with the City Clerk not less than thirty (30) days nor more than one hundred twenty (120) days prior to the date on which it is proposed to conduct the Special Event.*
- B. Information Required: The application for the Special Event License shall be made upon a form provided by the City Clerk and shall include at a minimum the following information:*
 - 1. The name, mailing address and telephone number of the person or organization seeking to organize and conduct the Special Event;*

2. *If the Special Event is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization;*
3. *The name, address and telephone number of the person who will be the Special Event Chairperson or Director and who will be responsible for its conduct;*
4. *The date(s) when the Special Event is to be conducted;*
5. *The hours the Special Event will start and terminate;*
6. *The location of the Special Event and a notarized statement of ownership or authorization from the owner of the property on which the Special Event is proposed to be located. If the Special Event is located on City-owned property no notarized statement shall be required.*
7. *If the Special Event is a race or parade:*
 - a. *The route to be traveled, including the starting point and the termination point; and if the route includes any state routes requiring the applicant to obtain a UDOT parade permit in addition to the City's Special Event License;*
 - b. *The approximate number and type of entries expected to participate in the Special Event;*
 - c. *The interval of space to be maintained between units of a parade;*
 - d. *A statement as to whether the Special Event will occupy all or only a portion of the width of any street proposed to be traversed; and*
 - e. *The location by street or any other location of any assembly areas for such Special Event;*
8. *If the Special Event is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for the Special Event License shall file with the City Clerk a communication in writing from the beneficiary, authorizing the applicant to apply for the Special Event License on his/her/its behalf;*
9. *The person signing the Special Event License shall be responsible for reading and knowing the contents of, and agreeing to follow the requirements of, this Chapter and any applicable provisions of the*

Toquerville Code, the Utah Code and the Utah State Tax Code; and shall provide evidence of compliance with Utah State Tax Commission sales tax collection requirements to include providing the City with the Special Event tax number issued for the event;

10. Special Events that include food items will provide a list of exhibitors or vendors along with evidence of compliance with State and County laws and ordinances regulated by the Washington County Health Department and International Fire Code.

11. A plan addressing the following:

a. Access: Specific areas shall be designated for ingress and egress of emergency vehicles, including appropriate barriers to regulate vehicular and pedestrian traffic.

b. Control Plan: A plan establishing adequate provisions for traffic control, crowd control, patron control, and enforcement of city ordinances, state and federal laws and any other applicable regulations, including, but not limited to, traffic, fire, health, security, and Americans with Disabilities Act regulations.

c. Emergency Services: First aid supplies and equipment, and emergency medical services shall be made available to meet public health and safety concerns or legal requirements.

d. Parking: Temporary off-street parking shall be provided at the rate of one vehicle for every four (4) persons reasonably expected to attend the Special Event use unless exempted by the City's Zoning Administrator. Such parking need not be hard surfaced but dust control will be required. If parking spaces are not marked, parking personnel shall be present to ensure orderly and safe ingress and egress from the parking area.

e. Sanitation Facilities: Adequate sanitation facilities shall be provided based on the duration of the Special Event and on the number of persons reasonably expected to participate.

f. Security: A plan shall be approved establishing the number and type of law enforcement and security personnel that will be present at the Special Event to monitor and facilitate the use and provide spectator or participant control and direction. Security personnel must be licensed or certified. Proof must be provided.

g. Existing Zoning: a designation of existing zoning of the site and contiguous properties.

- h. *Description of Other Uses: Written description of other uses and/or structures on the property and on contiguous properties.*
 - i. *Site Plan: Site plan, drawn to scale, showing proposed locations and uses of all temporary structures.*
- C. *Late Applications: The City Clerk, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than thirty (30) days before the date such Special Event is proposed to be conducted. A late fee of fifty dollars (\$50.00) will be imposed for a late application.*
- D. *License Fee: There shall be paid at the time of filing the application for a Special Event License a fee in the amount designated by the City Council time to time and set forth in the City's Uniform Fee Schedule.*

3-5-4: DEPOSIT AND INSURANCE

- A. *If it is reasonably expected that the Special Event will result in the necessity of street cleaning, has the potential for unusual noise, or other disruption of commercial activity in the City, or will otherwise pose a hazard to public health and safety of the City, the City may require the applicant to post a deposit (as determined by the City Clerk) to assure compliance with the standards and conditions required in the Special Event License.*
- B. *All applicants may be required, if deemed necessary, for public health and safety to provide the City with a valid certificate of liability insurance written through carriers acceptable to the City and Utah Local Governments Trust. Said liability insurance shall:*
 - 1. *Provide bodily injury and property damage liability protection in the amount of one million dollars (\$1,000,000.00) per occurrence or such additional amount as may be determined from time to time by City.*
 - 2. *The applicant must be specified as the insured. The certificate shall name the Toquerville City, its officers and agents, as an "additional insured" and must specify that the applicant's insurance shall be primary to any insurance carried by the City.*
 - 3. *A certificate of insurance shall be properly executed with the original signature of the authorizing insurance agent. A copy of the insurance certificate is required prior to the Special Event License being issued and shall not be canceled prior to giving the City at least ten (10) days' written notice of such cancellation.*

4. *If alcohol is to be consumed, liquor liability coverage is also required. Special Events open to the general public or private events that charge for alcohol served must adhere to Utah State Division of Alcoholic Beverage Control ("DABC") and provide a copy of the single event permit issued by DABC prior to the Special Event.*
- C. *In every case the Special Event location shall be restored to its condition prior to the event. This is to include, but not be limited to, cleaning of streets, sidewalks and gutters, repair damaged streets, sidewalks, utilities, street signs, etc. If the City is required to correct problems or clean up after a Special Event, the responsible party will be billed for the cost of correction and/or cleanup if the Deposit made per subsection A of this section is not sufficient to cover the cost of correction and/or cleanup. If no correction and/or cleanup is required, the deposit made per subsection A of this section will be refunded within 30 days after the Special Event.*

3-5-5: NOTICE TO OFFICIALS

Immediately upon receipt of a completed Special Event License application, the City Clerk shall send a copy hereof to the following requesting their feedback and input on the application:

- A. *Washington County Sherriff's Dept. (or applicable law enforcement authority);*
- B. *Toquerville City Munager (if applicable) or Mayor;*
- C. *Hurricane Valley Fire District (or applicable fire protection authority);*
- D. *Toquerville City Public Works Director; and*
- E. *Toquerville City Zoning Administrator.*

3-5-6: STANDARDS FOR ISSUANCE

The City Clerk shall issue a Special Event License as provided for hereunder when, from consideration of the application and from such other information as may otherwise be obtained, he or she finds that:

- A. *Conducting the proposed Special Event will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;*
- B. *Conducting the proposed Special Event will not require the diversion of so great a number of law enforcement or city personnel to properly police the event as to prevent normal police protection and provision of City services to the residents of City;*

- C. Conducting the proposed Special Event will not require the diversion of so great a number of emergency response service personnel from the Hurricane Valley Fire District so as to prevent normal emergency response service to other portions of the City;*
- D. The concentration of persons, animals and/or vehicles at any assembly points of the proposed Special Event will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such event areas;*
- E. Conducting the proposed Special Event is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance;*
- F. The proposed Special Event is scheduled in such a manner as to not conflict with other events or things which may require law enforcement, fire, ambulance, or other personnel at the same time as the event;*
- G. The proposed Special Event is not to be held for the sole purpose of advertising any product, goods or commercial activity;*
- H. If the sole purpose of the Special Event is to advertise any product, goods or commercial activity or for private profit, the person or party responsible will be required to pay for all costs and/or services.*

3-5-7: NOTICE OF REJECTION

The City Clerk shall act upon the application for a Special Event License within ten (10) business days after the filing thereof. If the City Clerk disapproves the application, notice shall be mailed to the applicant within ten (10) business days after the date upon which the application was filed, stating the reasons for denial of the application.

3-5-8: MODIFIED SPECIAL EVENT LICENSE

The City Clerk, in denying an application for a Special Event License, shall be empowered to authorize to issue a modified Special Event License allowing the applicant to conduct the Special Event on a date, at a time, at a location or over a route different from that named by the applicant. An applicant desiring to accept the modified Special Event License shall, within ten (10) business days after notice of the action of the City Clerk, file a written notice of acceptance with the City Clerk. A modified Special Event License shall conform to the requirements of, and shall have the effect of, a normal Special Event License issued under this Chapter.

3-5-9: CONTENTS OF SPECIAL EVENT LICENSE:

A. Each Special Event License shall state the following information:

- 1. Special Event sponsor and applicant;*
- 2. Special Event date or dates and times of operation;*
- 3. Special Event location;*
- 4. The number and location of any City personnel required and the rate of pay applicable;*
- 5. The portions of any street to be traversed that may be occupied by the Special Event;*
- 6. The list of any other tax, Utah Department of Transportation ("UDOT"), or other permits required in addition to the City issued Special Event License to be provided to the City prior to the Special Event; and*
- 7. Such other information and conditions as the City Clerk shall find necessary and desirable for the enforcement of this Chapter and the Toquerville Code;*

B. A completed application must be approved and Special Event License issued at least thirty (30) days prior to the Special Event.

3-5-10: RULES, REGULATIONS AND REQUIREMENTS

A. Duties of Event Organizer: The Special Event Organizer shall ensure compliance with all Special Event License directions and conditions and with all applicable laws and ordinances.

B. Public Conduct During Special Event:

- 1. Interference: No person shall unreasonably hamper, obstruct, impede or interfere with any event or event assembly, or with any person, vehicle or animal participating or used in a Special Event.*
- 2. Driving Through Events: No driver of a vehicle shall drive between the vehicles or persons comprising an event when such vehicles or persons are in motion and are conspicuously designated as an event, unless specifically directed to do so by a law enforcement officer.*
- 3. Parking on Parade or Race Route: The City Zoning Administrator and law enforcement officials shall have the authority, when reasonably*

necessary, to prohibit or restrict the parking of vehicles along a public street or part thereof constituting a part of the route of a Special Event. The City or Special Event Organizer may post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. However, no person shall be liable for parking on the street that is not posted in a manner provided herein, or who is not otherwise advised not to park thereon by a law enforcement officer or City personnel working the Special Event.

3-5-11: APPEAL PROCEDURE:

Any person aggrieved shall have the right to appeal the denial of a Special Event License to the City Council. The appeal shall be submitted within ten (10) days after notice of denial. The City Council shall act upon the appeal within ten (10) days after its receipt.

3-5-12: REVOCATION OF LICENSE

The City Clerk shall have the authority to revoke a Special Event license issued hereunder upon failure of the applicant or participants in the Special Event to meet the standards and conditions provided herein and on the Special Event License.

3-5-13: PENALTY

Violation of any of the provisions of this Chapter shall be a class B misdemeanor, subject to penalty as provided in Section 1-4-1 of the Toquerville Code, or such lesser offense as the City Attorney in his/her discretion shall choose.

2. REPEALER. This Ordinance shall repeal and supersede all prior ordinances and resolutions governing the same.

3. SAVINGS CLAUSE: If any provision or clause in this Ordinance or the application thereof to any person or entity or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other sections, provisions, clauses, or applications hereof which can be implemented without the invalid provision, clause, or application hereof, and to this end the provisions and clauses of this Ordinance are declared to be severable.

4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approved by the City Council.

(Voting Tally and Signatures on Following Page)

PASSED AND APPROVED THIS 9th DAY OF AUGUST, 2018.

Justin Sip	Aye _____	Nay _____	Abstain: _____	Absent _____
Keen Ellsworth	Aye _____	Nay _____	Abstain _____	Absent: _____
Ty Bringhurst	Aye _____	Nay _____	Abstain _____	Absent: _____
Alex Chamberlain	Aye _____	Nay _____	Abstain _____	Absent: _____
Paul Heideman	Aye _____	Nay _____	Abstain _____	Absent: _____

CITY OF TOQUERVILLE
a Utah Municipal Corporation

_____	Date _____
Lynn Chamberlain, Mayor	

Attest: Dana McKim, City Clerk

The Planning Commission approved the ordinance, but wanted to know who is liable for the decisions the appeal authority makes and how would the council choose an individual and what the vetting process would be.

Commissioner Manning Butterworth made a motion to recommend approval of the proposed ordinance 2018.XX- Appeal Authority to Replace the Board of Adjustment. Motion seconded by Commissioner Greg Turner. Commissioner Peart would like to add to find out who is liable and how the vetting process will be determined. Commissioner Butterworth amend his motion to include Peart's comment. Amended motion was seconded by Commissioner Greg Turner. Motion unanimously carried 5-0. Peart-aye, Butterworth-aye, Turner-aye, Smedley-aye, Chamberlain-aye. Hansen-absent from the meeting.

TOQUERVILLE CITY
ORDINANCE 2018.XX



AN ORDINANCE REVISING AND RESTATING IN ITS ENTIRETY
SECTION 2, CHAPTER 3, TITLE 10 OF THE TOQUERVILLE CITY CODE
TO REORGANIZE AND RE-NAME THE TOQUERVILLE BOARD OF
ADJUSTMENT TO A SINGLE MEMBER PANEL KNOWN AS THE
TOQUERVILLE APPEAL AUTHORITY

RECITALS

WHEREAS, pursuant to the Utah Constitution and the partial delegation of the State's police powers to municipalities and counties to regulate land use and development of land within its boundaries, the Utah State Legislature adopted Chapter 9a of Title 10 (Municipal Code), known as the Utah Land Use Development & Management Act – "LUDMA" in 2005.

WHEREAS, pursuant to LUDMA, a municipality has been required to have at least one separate body (other than its governing body) to act as an "appeal authority" to hear appeals on various types of land use decisions or staff interpretations/applications of a City's land use ordinances as well as property owners' applications for variances.

WHEREAS, in compliance with the requirements of LUDMA, Toquerville City ("City") has maintained a body of appointed officials known as the Toquerville Board of Adjustments ("B of A") and the Toquerville City Council ("City Council") has designated the B of A as its "appeal authority" on all types of land use related appeals from decisions made by the City Council and Toquerville Planning Commission as well as the appeal authority for purposes of hearing and determining whether or not to grant variances for structures and parcels not in conformance with Title 10 of the Toquerville City Code (Land Use Regulations).

WHEREAS, in recent years the Utah State Legislatures have made changes to LUDMA to clarify that a municipality's "appeal authority" need not consist of any certain number of members but that the size and the internal operation of an appeal authority is left to the discretion of each municipality, except in certain instances.

WHEREAS, the City Council has determined that because of the size of the City, the low number of variance applications and appeals, and the fact that Section 2, Chapter 3 of Title 10 of the Toquerville City Code requires the City Council to appoint regular members and two alternates to the B of A, it is not in the City and its residents' best interest to maintain such a large appeal authority and to keep them trained on the proper procedures, protocol and criteria prescribed LUDMA and Title 10 of the Toquerville City Code.

WHEREAS, the City Council has determined that it would be more cost effective and that a higher level of expertise, experience and professionalism could be obtained by the City in all land use appeals and variance requests that may come before it, if the Mayor, with the consent of the City Council were to appoint a single individual, who preferably has considerable experience and training in Utah municipal law and particularly municipal land use law as well as

Utah administrative law, Utah's Rules of Civil Procedure, Evidence, and Appellate Procedure who could hear appeals and various request and render decisions thereon in a very well-reasoned and articulated manner.

WHEREAS accordingly, the City Council has determine that in order to implement and authorize a one person, law-trained "Appeal Authority", that Section 2, Chapter 3 of Title 10 of the Toquerville City Code must be amended significantly.

ORDINANCE

NOW THEREFORE BE IT ORDAINED BY THE TOQUERVILLE CITY COUNCIL, based upon the recitals set forth above, that:

1. Amended & Restated Section 2, Chapter 3, Title 10 of the Toquerville City Code: Section 2, Chapter 3, Title 10 of the Toquerville City Code is hereby amended and restated in its entirety as follows:

10-3-2: APPEAL AUTHORITY

A. DEFINITIONS.

"Appeal Authority" means the person appointed by the Mayor with the advice and consent of council to hear appeals from person(s) who have been affected by the implementation of the Land Use Ordinances.

"Land Use Authority" means anyone who has the authority to interpret or implement the City's Land Use Ordinance and for purposes of this Section shall be the Toquerville City Council except for in those instances with the Land Use Ordinance the City Council has delegated a specific power to the Toquerville Planning Commission or an appointed official of the City, in which cases that body or person shall be the Land Use Authority.

"Land Use Ordinance" is defined in Title 10, Chapter 9a of the Utah Code and for purposes of this Section shall be Title 10 of the Toquerville City Code.

B. APPOINTMENT.

There is hereby created an Appeal Authority to be appointed by the Mayor with the advice and consent of the City Council. It is the intent of the City that the appointed individual will not personally benefit from decisions associated with the interpretation of the ordinances of the City.

C. TERM.

The Appeal Authority shall serve for a term of two (2) years. Notwithstanding the preceding, the term of office of the initial Appeal Authority shall run from the date of appointment until December 31, 2020. Thereafter all subsequent terms shall

commence on January 1st of every other year or until the Appeal Authority position is vacant on account of death, resignation, removal or disqualification. In the event of early vacancy, the position of Appeal Authority shall be filled in the same manner as an original appointment for the expired term.

D. REMOVAL.

The appointed Appeal Authority may be removed for cause by the City Council upon written charges, which shall be filed with the Mayor, and after public hearing, if such public hearing is requested by the appointed Appeal Authority.

E. DUTIES AND POWERS.

- 1. The Appeal Authority shall have the following powers and duties:*
 - a. To act in a quasi-judicial manner;*
 - b. Hear and decide requests for "variances" as that term is defined in Utah Code Ann. §10-9a-702;*
 - c. Hear and decide appeals of the Land Use Authority's administrative decisions applying the Land Use Ordinance.*
 - d. Serve as the final arbiter of issues involving the interpretation or the application of Land Use Ordinances.*
 - e. Hear and decide appeals from a fee charged in accordance with section 10-9a-510 of the Utah Code.*
- 2. The Appeal Authority may not entertain an appeal of a matter in which the Appeal Authority, or any participating member, had first acted as the Land Use Authority.*

F. APPEALS TO THE APPEAL AUTHORITY.

- 1. As a condition precedent to judicial review, each adversely affected person may specifically challenge a Land Use Authority's decision, within fifteen (15) days of the land use decision and pay the related fee as may be set by the City Council, amended from time to time, and designated in the City's Uniform Fee Schedule.*
- 2. The Appeal Authority shall determine the correctness of a decision of the Land Use Authority in its interpretation and application of a Land Use Ordinance.*

3. *Only those decisions in which a Land Use Authority has applied a Land Use Ordinance to a particular application, person or parcel may be appealed to the Appeal Authority.*
4. *All documents and exhibits constituting the record upon which the action appealed was made shall be presented to the City Clerk with the application for hearing.*
5. *For every appeal, the applicant shall present to the Appeal Authority every theory of relief that it can raise in District Court.*
6. *The Appeal Authority shall conduct each appeal and variance hearing as described by this Section.*
7. *The person or entity who filed the appeal has the burden of proving that the Land Use Authority erred.*
8. *The Appeal Authority shall respect the due process rights of each of the participants in providing them with proper notice, right to be heard at a hearing and right to have legal counsel present and participate at said hearing if he/she/it so desires.*
9. *After the hearing, the Appeal Authority may give a preliminary decision, but shall issue a written decision within sixty (60) days after the hearing or after an applicant has submitted their appeal or variance request for decision and waiving their right to hearing in writing.*
10. *If an appeal of a land use decision is lodged with the City, the City Council may waive the requirements of Subsection F.1., above and allow the applicant to make their appeal directly to the 5th District Court, in and for Washington County, State of Utah.*

G. VARIANCES.

Any person or entity desiring a waiver or modification of the requirements of a Land Use Ordinance as applied to a parcel or property that he owns, leases, or in which he holds some other beneficial interest may apply to the Appeal Authority for a variance from the terms of the ordinance.

1. *The Appeal Authority may grant a variance only if:*
 - a. *The literal enforcement of the ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the Land Use Ordinances;*
 - b. *There are special circumstances attached to the property that do not generally apply to other properties in the same zoning district;*

- c. *Granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zoning district;*
 - d. *The variance will not substantially affect the general plan and will not be contrary to the public interest; and*
 - e. *The spirit of the Land Use Ordinance is observed and substantial justice done.*
- 2. *In determining whether or not enforcement of the Land Use Ordinance would cause unreasonable hardship under Subsection G.1.a., the Appeal Authority may not find an unreasonable hardship unless the alleged hardship:*
 - a. *Is located on or associated with the property for which the variance is sought; and*
 - b. *Comes from circumstances peculiar to the property, not from conditions that are general to the neighborhood; or*
 - c. *The hardship is self-imposed or economic.*
- 3. *In determining whether or not there are special circumstances attached to the property under Subsection G.1.b., the Appeal Authority may find that special circumstances exist only if the special circumstances:*
 - a. *Relate to the hardship complained of; and*
 - b. *Deprive the property of privileges granted to other properties in the same zoning district.*
- 4. *The applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.*
- 5. *Variances run with the land.*
- 6. *The Appeal Authority may not grant a use variance.*
- 7. *In granting a variance, the Appeal Authority may impose additional requirements on the applicant that will:*
 - a. *Mitigate any harmful effects of the variance; or*
 - b. *Serve the purpose of the standard or requirement that is waived or modified.*

F. INTERPRETATION OF LAND USE ORDINANCE.

Any person alleging there was an error in any order, requirement, decision, or determination made by the Land Use Authority in the administration or interpretation of the Land Use Ordinance may request an interpretation and decision from the Appeal Authority in accordance with this Subsection F.

- 1. The Appeal Authority will grant a waiver to the decisions of the Land Use Authority only as follows:*
 - a. If the decision or requirement by the Land Use Authority conflicts with the intent or literal interpretation of the Land Use Ordinances; or*
 - b. If the decision or requirement by the Land Use Authority conflicts with state or local laws.*
- 2. In some instances, the Appeal Authority may not fully understand the intent of an ordinance or requirement placed upon any person(s) by the Land Use Authority. Under these circumstances the Appeal Authority may obtain a decision from the City Council prior to making a final decision (if applicable).*
- 3. If the Appeal Authority requires an interpretation from the City Council, the Appeal Authority shall make a final decision within ten (10) days after that interpretation is given.*

G. DISTRICT COURT REVIEW OF APPEAL AUTHORITY DECISIONS.

Any person or entity adversely affected by any decision of the Appeal Authority may petition the District Court for a review of the decision.

- 1. In the petition for review, the petitioner may only allege that there was an error in any order, requirement, decision, or determination made by the Land Use Authority in the administration or interpretation of the Land Use Ordinance.*
- 2. The petition is barred unless it is filed within thirty (30) days after the Appeal Authority's decision becomes effective, which three (3) days after the written decision is issued by the Appeal Authority and mailed via first class mail to the applicant at the address designated in the application.*
- 3. The Appeal Authority shall transmit to the reviewing court the record of its proceedings including its minutes, findings, orders, and, if available, a true and correct transcript of its proceedings. If the proceeding was tape recorded, a transcript of that tape recording is a true and correct transcript for purposes of this subsection.*

4. *Review of the Appeal Authority's decision shall be done by the court in the manner and upon the standards provided by law.*
5. *The appellant has the burden of proving that the Appeal Authority erred.*
6. *No person or entity may challenge in District Court a land use decision of the City until that person or entity has exhausted their administrative remedies as provided in this Section or elsewhere in Title 10 of the Toquerville City Code.*

2. Repealer. This Ordinance supersedes or repeals the provisions of any ordinance, resolution that are inconsistent with the provisions of this Ordinance.

3. Savings Clause. If any provision or clause in this Ordinance or the application thereof to any person or entity or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other sections, provisions, clauses, or applications hereof which can be implemented without the invalid provision, clause, or application hereof, and to this end the provisions and clauses of this Ordinance are declared to be severable.

4. Effective Date. This Ordinance shall become effective immediately upon adoption by the Toquerville City Council.

PASSED AND APPROVED THIS 9th DAY OF AUGUST, 2018.

Paul Heideman	Aye ____	Nay ____	Abstain ____	Absent ____
Keen Ellsworth	Aye ____	Nay ____	Abstain ____	Absent ____
Justin Sip	Aye ____	Nay ____	Abstain ____	Absent ____
Alex Chamberlain	Aye ____	Nay ____	Abstain ____	Absent ____
Ty Bringhurst	Aye ____	Nay ____	Abstain ____	Absent ____

TOQUERVILLE CITY
a Utah Municipal Corporation

Lynn Chamberlain, Mayor

Date _____

Attest: Dana McKim, City Recorder

**TOQUERVILLE CITY
RESOLUTION RES.2018.13**



**AMENDMENT TO SECTION XVII BENEFITS ARTICLE 3 EMPLOYEE
BENEFIT PACKAGE; REGARDING A STIPEND IN LIEU OF MEDICAL OR
HEALTH INSURANCE**

WHEREAS, Toquerville City adopted by resolution a Personnel Policies and Procedures Manual on December 13, 2007.

WHEREAS, The Personnel Policies and Procedures Manual is intended to be a working document to be reviewed regularly by those appointed by the Mayor and/or when the City Council sees the need of updating it to reflect City and State laws and modifications of City practices and procedures for conducting business; and

WHEREAS, It is desirable to retain quality full-time employees by providing benefits to encourage long-term employment; and

WHEREAS, The City participates in the Utah Retirement System for retirement benefits; and

WHEREAS, The City does provide a Group Supplemental Benefit that it desires to continue to provide eligible employees; and

WHEREAS, The City does not provide a full-service health benefit but desires to support employees obtain health and medical care until such time a full-service health benefit can be provided.

THEREFORE BE IT RESOLVED, THAT THE TOQUERVILLE CITY COUNCIL SHALL ADOPT THE FOLLOWING AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES MANUAL FOR TOQUERVILLE CITY, SECTION XVII BENEFITS ARTICLE 3 EMPLOYEE BENEFIT PACKAGE; SHOULD BE AMENDED AS FOLLOWS:

EMPLOYEE BENEFIT PACKAGE. The City will provide an employee benefit package ("Employee Benefit Package") to all eligible employees, comprised of three different of benefits; "Retirement Benefit through the Utah Retirement System" (URS), and "Group Supplemental Benefits", and **"Benefit Stipend in lieu of Medical or Health Insurance"**.

A. Retirement Benefit. The Retirement Benefit shall be a benefit as outlined by the URS, and shall be provided under the rules and regulations of the URS. The City shall make the required payments in the percentage and the term as required for each eligible employee. An eligible employee is defined as one who works 20 or more hours per week and receives any other benefit including any appointed official. Tier 2 Mayor and Council are designated part-time ineligible. The City shall ensure that employees covered under this benefit receive training, to be able to use their retirement account to its fullest extent. The City will not match any employee contributions to URS, but will allow them to take advantage of the employee contribution programs, including but not limited to 401(k), 457(b), Roth and Traditional IRA, and employee loans on personal 401(k) and 457 accounts within the Utah Retirement System. Employees who are ineligible for URS pension benefits may at their own election without City participation,

contribute and take loans from employee contribution programs as listed above for eligible employees. Any Tier 1 or Tier 2 eligible appointed or elected official may request to exempt from the URS system as allowed under Utah State Code 49-13-203(5) and current procedures specified in URS policy regarding exemptions and Tier 1 and Tier 2 public employees eligibility. The city treasurer will maintain a list designating those positions which are eligible for such exemption.

B. **Group Supplemental Benefits.** The City will also provide full-time employees with various types of Group Supplemental Benefits. This portion of the Benefit Package will be calculated annually at five percent (5%) of the budgeted wages of eligible full-time employees of the City. One hundred percent (100%) of the cost of the Group Supplemental Benefits will be paid for by the City. The Group Supplemental Benefits will be provided to all full-time employees after the expiration of their probationary period as set forth elsewhere in the Policy and Procedures Manual. The Group Supplemental Benefits may include benefits such as Vision Insurance, Dental Insurance, Life Insurance, Death or Disability Insurance and will generally be programs where 100% employee participation is needed in order to obtain more favorable prices. Group Supplemental Benefit policies will be yearly in duration and the City Council will review the Group Supplemental Benefit provided and costs of other options on a yearly basis at renewal time to assure that the City's and the City's full-time employees' needs are being met. For Group Supplemental Benefits provided by the City, the City will pay the cost for:

- (1) Each individual full-time employee (if the employee is single);
- (2) Each individual full-time employee and his/her spouse (if the employee is married without minor dependent children);
- (3) Each individual full-time employee and his/her family (if the employee has minor dependent children).

C. **Benefit Stipend: Health Insurance:** The City may or may not directly provide medical or health insurance to its employees, but will provide a benefit stipend in lieu of medical or health insurance. ~~In the event the City does not directly provide such plan, the employee will expect to acquire his/her own individual health plan.~~ **The Benefit Stipend shall be a fixed, pre-taxed, the sum of Three Hundred Dollars (\$300.00) paid on a monthly basis for each full-time employee of the City after the expiration of their probationary period as set forth elsewhere in the Policy and Procedures Manual. The Benefit Stipend is provided to assist the employee to acquire individual medical or health insurance, or supplemental medical or health insurance. The employee may also use the stipend to pay for medical or health expenses or co-pays. In the event the City should provide group medical or health insurance, the Benefit Stipend will cease to be provided. The benefitted employee may determine how to use the Benefit Stipend at his or her own discretion.**

D. **Insurance Termination, Transition, and Conversion.**

- (1) **Termination.** Subject to subsection (3) below, when an employee is terminated from employment with the City, Toquerville will cease making contributions to the employee's URS

Account, Benefit Stipend, and will terminate the employee's enrollment in any Group Supplemental Benefit plan.

(2) Transition. In cases requiring longer than three (3) months of transition, arrangements may be made with the Mayor for the employee to pay the additional premiums for the Group Supplemental Benefits, as may be required. Wherever possible, insurance may be converted on termination in accordance with the terms of the individual policies. This is an individual responsibility that should be made directly between the individual employee, the insurance company, and the City.

(3) Conversion. Any employee (and eligible dependents) who were eligible for benefits but has reduced hours below the required level, or has separated from Toquerville City employment may be entitled to a continuation of insurance coverage per the mandates of The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 subject to current state and federal law.

ADOPTED by the City Council of Toquerville City, Utah this _____ day of _____, 2018 ON THE FOLLOWING VOTE:

Councilperson:	Keen Ellsworth	AYE	NAE	ABSTAIN	ABSENT
	Ty Bringhurst	AYE	NAE	ABSTAIN	ABSENT
	Paul Heideman	AYE	NAE	ABSTAIN	ABSENT
	Justin Sip	AYE	NAE	ABSTAIN	ABSENT
	Alex Chamberlain	AYE	NAE	ABSTAIN	ABSENT

By: _____ Date: _____
Lynn A Chamberlain, Mayor

ATTEST:

Dana McKim, City Recorder

TOQUERVILLE CITY
RESOLUTION #RES.2018.14
Fund Transfer Within the General Fund
For Fiscal Year, July 1, 2017 to June 30, 2018



A RESOLUTION TRANSFERRING EXTRA FUNDS FROM ACCOUNT 10-45-300 TO ACCOUNT 10-59-100 IN THE BUDGET FOR FISCAL YEAR JULY 1, 2017 THROUGH JUNE 30, 2018.

WHEREAS, Toquerville City has reviewed its financial needs for the above fiscal year; and

WHEREAS, the City may transfer any unencumbered or unexpended appropriation balance or portion thereof from one department to another within the same Fund; and

WHEREAS, Fund 10-59 Building Inspections ran short of funds from \$630.33; and

WHEREAS, Fund 10-45 Administration has an excess of funds of more than \$50,000.00.

THEREFORE, LET IT BE RESOLVED THAT: One thousand dollars (\$1,000) shall be transferred from Fund 10-45 to Fund 10-59 to cover the shortfall in that Fund.

ADOPTED BY THE TOQUERVILLE CITY COUNCIL, STATE OF UTAH, ON THIS 9th DAY OF August, 2018 ON THE FOLLOWING VOTE:

Councilperson:

Keen Ellsworth	AYE	NAE	ABSTAIN	ABSENT
Ty Bringham	AYE	NAE	ABSTAIN	ABSENT
Paul Heideman	AYE	NAE	ABSTAIN	ABSENT
Justin Sip	AYE	NAE	ABSTAIN	ABSENT
Alex Chamberlain	AYE	NAE	ABSTAIN	ABSENT

TOQUERVILLE CITY

Lynn A. Chamberlain, Mayor

ATTEST:

Dana M. McKim, City Recorder



TOQUERVILLE CITY
RESOLUTION # RES.2018.15
CONSTITUTION WEEK PROCLAMATION

A RESOLUTION TO SUPPORT CONSTITUTION WEEK AS PROPOSED BY THE NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION COLOR COUNTRY CHAPTER.

WHEREAS, September 17, 2018, marks the two hundred and thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

NOW, THEREFORE I, Mayor Lynn Chamberlain by virtue of the authority vested in me as Mayor of Toquerville, Utah do hereby proclaim the week of September 17 - 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

ADOPTED BY THE TOQUERVILLE CITY COUNCIL, STATE OF UTAH, ON THIS 9th DAY OF August, 2018
ON THE FOLLOWING VOTE:

Councilperson:	Keen Ellsworth	AYE__	NAE__	ABSTAIN__	ABSENT__
	Ty Bringhurst	AYE__	NAE__	ABSTAIN__	ABSENT__
	Paul Heideman	AYE__	NAE__	ABSTAIN__	ABSENT__
	Justin Sip	AYE__	NAE__	ABSTAIN__	ABSENT__
	Alex Chamberlain	AYE__	NAE__	ABSTAIN__	ABSENT__

Approved By: _____
Lynn Chamberlain, Mayor

Attested By: _____
Dana M. McKim, City Recorder



Smith Steelworks, LLC
270 W 500 S
Spanish Fork, UT 84660
russelhsmith@gmail.com

ESTIMATE

ADDRESS

Toquerville City

SHIP TO

Toquerville City

ESTIMATE # 1297

DATE 07/12/2018

ACTIVITY**QTY****RATE****AMOUNT****Custom**

Design, Laser Cut, Build and Deliver Southern Toquerville City Sign.

Sign Description:

1) Sign Body shall be made from 1/4" Mild Steel that will be Pre-Weathered Rust. To have cut out of sign holes for letters to attach as well as Waterfall design. Sign Body to be 16'x5' Tall. To be reinforced with 4"x4" Angle Iron Frame with 2 Hooks for attaching straps when mounting into Place.

2) Sign Top - Mountain Range. Mountain Range at top of sign to be laser cut out of 3/16" Stainless Steel and Mounted 4" behind Toquerville Sign. Mounting to 4" Angle Iron Frame. Finished to be random brushed swirl pattern. Sign Top shall be placed after sign is mounted into concrete.

3) FRONT: Sign Stand Off Letters - Stand Off Letters to be Laser Cut From 3/16" Stainless Steel with Stainless Steel Studs welded to the back of the sign and a stainless steel sleeve over the studs to allow for even standoff across the whole sign. Finish to Be Random Brush Swirl Pattern. Letters shall be placed after sign is mounted in concrete.

4) FRONT: Sign Waterfall to be made from 3/16" Stainless Steel that is brushed.

5) BACK: Stand off Letters to include in large letters: "Toquerville" and in small letters below: "Established 1858 Thank You, Please Come Again" all letters to have stainless steel studs welded to the back of the sign and a stainless steel sleeve over the studs to allow for even standoff across the whole sign. These letters will be mounted to the 1/8" Back plates before they are set in place.

6) Sign Posts - Each Sign Post will be made from QTY 4 - 6"x6"x1/8" Steel Posts that will be bolted to side of ea sign.

7) To Include QTY 2 - 5'x8' 1/8" Backing Plates that will be bolted to the back of the sign to prevent vandalism.

8) Includes Freight to Toquerville, UT - Toquerville will be responsible for unloading the trailer.

1

23,092.00

23,092.00

We look forward to working with you!

TOTAL

\$23,092.00



Dana,

Attached are the construction drawings and a UDOT spec for coating of the steel. I have also reviewed steel cost with our structural engineer and felt we should update the cost for the steel work on the bridge would be \$25,000. With the other costs Brent provided previously (\$4,000 contingency, structural analysis \$1,940 and estimated cost to complete the structural design and drawings for bidding \$5,060), the updated estimated cost would be \$36,000.00

Let us know if there is anything else you need.

Thanks,

Glen

Glen E. Carnahan, PE

glenecarnahan@alphaengineering.com

43 South 100 East, Suite 100 • St George, Utah 84770

Cleanup Days

Oct 5-8, 2018

Dumpsters will be delivered on October 5th and will be picked up in the morning of the 8th.

Dumpsters will be located at the following locations:

TRE Park, Center Street Park, Sunset Ave /Westfield Intersection, Grassy Lane/Mulberry Drive Intersection, and Rimview/Ash Creek Intersection.

The mayor would like to form a volunteer city wide cleanup crew to help tidy up different areas of Toquerville.

I know the Blvd would be a great place to start since it's the face of Toquerville, but there have been rumblings from the Heights area of people complaining about the trash and junk in yards. The city has also received info from the Westfield area, specifically South Westfield Road between Grassy and Lake where some lots need major attention.

