

NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold their regularly scheduled Council Meeting on Thursday, November 12, 2020 as a Zoom electronic meeting.

Zoom Meeting URL: <https://us04web.zoom.us/j/3229544002>
Dial-In Option: (408) 638-0968
Zoom Meeting ID: 322 954 4002

1. Call to Order / Roll Call – Mayor Hair
2. Opening Remarks / Pledge of Allegiance – Councilmember Zollinger
3. Approval of agenda
4. Approval of minutes of the City Council Meeting – October 29, 2020
5. Agenda Items—
 - A. Public Comment Period (2 min/person)
 - B. Report on P&Z Meeting held November 5, 2020 – Dev. Coordinator Wall
 - C. Consideration for Approval of Mike Zollinger Rezone Request on Parcel 02-117-0019 from Agricultural (A) to Residential (R2) – Recorder Twedt
 - D. Agreement with Hydro Resources for Construction of Culinary Well – Councilmember Zollinger
 - E. Review of 2020 Business Licenses for 2021 renewals – Recorder Twedt
 - F. Consideration for Matt Anderson serving another term on Planning Commission – Councilmember Wilker
 - G. Consideration for cancelling meeting scheduled for November 26, 2020 – Mayor Hair
 - H. City Reports: Roads, Parks, Water – Public Works Director Kendrick
 - I. Councilmember Reports and Other Items for Future Agendas
 - J. Closed Session to Discuss Open Litigation
6. Adjournment.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during public meetings should notify Corey Twedt at (435) 881-2669 at least three days prior to the meeting.

This agenda was posted on November 9, 2020 to the City posting locations, the City Website and the Utah Public Meeting Notices Website.



Corey Twedt, Recorder

MILLVILLE CITY COUNCIL MEETING
Ridgeline High School – 180 North 300 West – Millville, Utah
October 29, 2020

PRESENT: David Hair, Daniel Grange, Clay Wilker, Michael Callahan, Pamela June, Ryan Zollinger, Tara Hobbs, Chad Kendrick, Corey Twedt, Randy Wall, Craig Nelson, Donna Nelson, Debbie Harvey, Duane Harvey, Craig Nielson, Donna Nielson, LuAnn Callahan, Mary Jo Davis, Holly Jackson, Eric Fuhrman, Cameron Workman, Eric Weeks, Lynette Dickey, Brian Hair, Tyler Withers, Veloy Hansen, Steve Schirado, Ben Sandberg, Janette Monson, Bonnie Farmer, Faye Burton, Dave Burton, Steve Hovey, Maydene Smith, Mike Smith, Julie Hall, Paul Goff, Rhoda Goff, Luann Pehrson, Bryce Landcaster, Barbara Warnes, Shane Jackson, Braxton Jackson, Mike Bodily, Connie Bodily, Gene Eggleston, Mark Bodily, Roberta Black, Kathy Larson, Melissa Scothern, Aimee Edwards, Trevor Lee, Wendy Wilker, Adria Davis, Penny Jenson, Sheryl Hair, Richard Zollinger, Janice Zollinger, Megan Jackson, Dave Postma, Galane Postma

Call to Order/Roll Call

Mayor David Hair called the City Council Meeting to order for October 29, 2020 at 7:00 p.m. The roll call indicated Mayor Hair and Councilmembers Pamela June, Michael Callahan, Ryan Zollinger, Clay Wilker and Daniel Grange were in attendance. Also, Treasurer Tara Hobbs and Recorder Corey Twedt were present.

Opening Remarks/Pledge of Allegiance

Councilmember June welcomed everyone to the Council Meeting and led all present in the pledge of allegiance. She then offered a word of prayer.

Approval of Agenda

The agenda for the City Council Meeting of October 29, 2020 was reviewed.

Councilmember Zollinger moved to approve the agenda for October 29, 2020.

Councilmember Callahan seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (A copy of the agenda is included as Attachment “A”.)

Approval of Minutes of the Previous Meeting

The Council reviewed the minutes of the City Council Meeting for October 8, 2020.

Councilmember Callahan moved to approve the minutes for October 8, 2020.

Councilmember June seconded. Mayor Hair pointed out a typo on page 2 and asked that a little more context be given on the third to last paragraph of page 4. It was clarified that Brian Munson was replying to a question from the Council about whether or not he had

spoken to his other neighbors. The Council agreed with this edit. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes.

CAPSA Presentation

Bryce Landcaster from the CAPSA Education Department addressed the Council. Bryce provided an update on the numbers of domestic violence victims and issues that CAPSA has been seeing this year – in the wake of the Coronavirus Pandemic – versus last year. On the crisis line, which is the first contact service, there has been a 110% increase in August 2020 compared to August 2019. They are currently receiving over 1,000 calls per month. Bryce said that this is a good thing in that people are learning that CAPSA is there and is an available resource. He explained that increases like this are expected when people are feeling a loss of sense of control.

Because of this, domestic abuse cases are escalating. Case workers have seen a case increase of 42% this year. Most of the sessions held by the case workers are being handled online. These online sessions have pros and cons. They make it easier for some clients who are in a safer environment to attend the meetings with their case workers, but for those in a dangerous home, it is more difficult to reach out for help.

The shelter has seen an increase of 60% this year. With COVID, the shelters or only occupying half of the available beds. Because CAPSA has a zero turn-away policy, they find a way to care for everyone that reaches out. If there isn't room in the shelter, they find another safe solution to help the victims.

The offered therapy services have seen an increase of 22%. This is a smaller increase, because these services were nearly being used to full capacity last year.

Bryce said that CAPSA is visiting the cities to remind people of the services available and to encourage citizens to reach out to people they know who may be dealing with abuse and encourage them to seek help.

Councilmember Callahan asked if COVID has just exposed abuse that was already going on or if it has made problems worse? Bryce said that they believe that COVID has escalated the abuse issues as abusers are home more and feel a loss of control and seek control in other ways.

Report on P & Z Meeting held October 15, 2020

Development Coordinator Randy Wall reviewed with the Council the Planning Commission's draft minutes for the meeting held October 15, 2020.

PUBLIC HEARING

Councilmember Callahan moved to go into the public hearing. Councilmember Grange seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes.

PUBLIC HEARING: 7:15 p.m.

Commenced at 7:15 p.m.

PRESENT: David Hair, Daniel Grange, Clay Wilker, Michael Callahan, Pamela June, Ryan Zollinger, Tara Hobbs, Chad Kendrick, Corey Twedt, Randy Wall, Craig Nelson, Donna Nelson, Debbie Harvey, Duane Harvey, Craig Nielson, Donna Nielson, LuAnn Callahan, Mary Jo Davis, Holly Jackson, Eric Fuhrman, Cameron Workman, Eric Weeks, Lynette Dickey, Brian Hair, Tyler Withers, Veloy Hansen, Steve Schirado, Ben Sandberg, Janette Monson, Bonnie Farmer, Faye Burton, Dave Burton, Steve Hovey, Maydene Smith, Mike Smith, Julie Hall, Paul Goff, Rhoda Goff, Luann Pehrson, Bryce Landcaster, Barbara Warnes, Shane Jackson, Braxton Jackson, Mike Bodily, Connie Bodily, Gene Eggleston, Mark Bodily, Roberta Black, Kathy Larson, Melissa Scothern, Aimee Edwards, Trevor Lee, Wendy Wilker, Adria Davis, Penny Jenson, Sheryl Hair, Richard Zollinger, Janice Zollinger, Megan Jackson, Dave Postma, Galane Postma

Mayor Hair explained that the purpose of the hearing was to receive public input on the estimated upcoming monthly sewer fee and to review the updated sewer plans.

Mayor Hair said that this project wasn't something the City was wanting to do. The staff and Council had been working on this very hard and had got funding from three different sources. Overall, the City will receive over 50% grant funding for the project and the loan portion will only have a 1.5% interest rate which is really good. He explained that the process has taken longer than hoped or expected. One of the reasons for how long this had taken is that Millville had been working with Nibley City to try and find a solution for both cities to treat their sewage in Hyrum. Hyrum did not have the capacity to add both Millville and Nibley to their treatment facility, so Millville has decided to go to Hyrum on our own and for now, Nibley will continue with Logan City. The Millville agreement with Hyrum has worked out very well for both cities. Hyrum City has been great to work with and Millville is going to be buying into the existing Hyrum treatment facility as well as the upgrade that is happening right now. Millville will have a voice in how the plant is run and both Millville and Hyrum residents will be paying the same rate for treatment going forward.

Mayor Hair said that the original monthly estimated cost from the State had been \$65 per month for sewer. This number later changed to \$105 per month and later still to \$120 per month. With everything we currently know and with the financing we have received, we are expecting the monthly cost for residents to be about \$78 per month. After applying for

all of the different funding and attending board meetings with different agencies in Salt Lake City, we are happy to have received the funding that we were able to get.

Mayor Hair explained that the City has also pushed for and received forgiveness from the Utah Division of Water Quality for the old Millville loan of more than \$553,000. Based on the old agreement, Millville City was supposed to pay off this debt when we eventually put in sewer. We no longer carry this debt and will not have to pay it off.

Mayor Hair briefly talked about the \$1.5 million grant that the City had received for low-income lateral connections throughout the City. He explained that this is the first time that the Division of Environmental Quality had given this type of grant. There are a lot of rules that must be followed, but we are doing everything we can to make these funds available to as many people as possible.

Mayor Hair then opened the floor for public comment. He said that after the public comment period, the engineers would set up three different stations to review specific details about the sewer lines if there were questions from residents on how their homes would be affected.

Public Comment:

Debbie Harvey asked about the time frame. Mayor Hair explained that the City wanted to begin construction in the fall, but that it is a slow process. Right now, the City is working on finalizing easements that are required. They are getting close, but there are a couple of remaining easements that may require legal action. The hope is to begin construction in the spring.

Duane Harvey asked if the construction would happen in phases or all at the same time. Mayor Hair said that we won't know for sure until we are able to go to bid and have a contractor locked down.

Trevor Lee also asked about the phasing of the project. Will there be North, Center and South part of the project? Mayor Hair said that the City needed to finalize easements, then go out to bid. Once the contractor is picked and scheduled, they will be able to speak about phasing.

Steve Schirado asked if there were rules and requirements on the abandonment of the septic tanks. City Engineer Lance Houser said that there were a few different options available. They can drain the tanks, break the bottom and a side and then fill them up. A second option is to punch a hole in them so that they drain and then fill them with gravel. All tanks will also need to have the lines cut and capped.

Luann Pehrson asked who would be responsible for the abandoning of the septic tanks. Lance Houser said that all on-lot work would be the responsibility of the homeowner unless the homeowner qualifies for the low-income lateral grant. This is because the federal money is not eligible to be used for on-lot work.

Councilmember Callahan said that, speaking as a resident, what would happen if he does not want to do anything with his septic tank since he owns it and it is on his ground? Lance said that he isn't sure what would happen, they would have to speak with the Health Department about what the consequence would be.

Melissa Scothern said that she has moved into a new home which has a septic tank. She asked if she was required to connect to sewer. Mayor Hair said that all homes in Millville would be required to connect to the sewer system.

Gene Eggleston asked if the \$500,000 loan forgiveness was for the upsized lines that went through Nibley. Mayor said that it was. Gene asked if the sewer fee that is currently on the utility bill would go away when Millville connects to Hyrum. Mayor Hair said that this fee would go away and be replaced by the \$78.

Connie Bodily asked about when the monthly sewer bill of about \$78 would begin for the residents. Mayor Hair said that people would be billed when the sewer to their homes became active and usable. If the project is done in phases, when a specific phase becomes active, the homes within that area will begin getting billed the monthly sewer rate.

Connie asked when homes would have to connect to the main sewer lines. Mayor Hair said that all homes would have to connect their laterals when the main lines are going in. He explained that different options for the lateral connections. Some homes will qualify for the low-income grant, some may already have a dry sewer line installed, some will pay a lump sum to cover the cost at their home and some will pay off their lateral monthly with a higher sewer bill. Mayor Hair also explained that for those that receive the grant funding, the construction crew will put in the lateral line, but the homeowner will be responsible to re-landscape their property.

Megan Jackson asked if they would be required to use a City contractor or if they could do their own lateral connection with a contractor of their choice. Mayor Hair said that they could do their own as long as they do it right and have it inspected by the City to ensure everything will line up.

Mary Jo Davis asked if there would be additional grant money available for people with homes that are in trusts. Mayor Hair said that the City was working on the stipulations for using the grant funding and making it accessible to more people. He said that residents could also reach out to BRAG for monetary help on their specific property.

Mayor Hair pointed out that there are a few parts of the City that will require significantly deeper sewer lines. The City had looked into this very thoroughly. The overall cost of the project would increase some to install these deep lines, but will save many of the homeowners from having to purchase and maintain expensive pumps. The engineers are doing everything they can to design a gravity system that does not require pumping.

Paul Goff said that he just wanted to thank the Mayor, Council and City staff for all of the work in getting this far and the time spent on the project. There was a round of applause from the residents.

Wendy Wilker asked about the price for material by foot for the lateral connections. Lance Houser said that the numbers are fluctuating too much right now to be able to provide a good estimate. Recently, prices for this type of pipe have tripled, dropped back down and then increase again. Hurricanes are affecting these prices in a major way and the costs are all over the place. Typically, 4" pipe is expected to cost \$2.50 to \$3.00 per foot for material, right now, the cost is about \$8.00 per foot.

Adria Davis said that she also wanted to thank those that have worked so hard on this project and in getting the funding that they had received for the City. She asked for an update on the possibility of fiber internet lines going in during the construction of the sewer lines. Mayor Hair said that the City has looked into it and continues to look into it. He said that Councilmember Zollinger has been working on this and reviewing possible options on fiber and that Adria could speak to him one-on-one for an update since fiber is not included in the scope of this public hearing.

Councilmember Callahan said that Mayor Hair, Recorder Twedt and Public Works Director Kendrick had done a great job on finding the funding and getting the project this far.

Richard Zollinger asked about the estimated cost for the entire project. Recorder Twedt said that the current estimate was \$11,680,000.

There were no additional comments or questions from the public.

Recorder Twedt pointed out that he felt the City had a really good deal in going to Hyrum with the sewer. With the deal they had signed, Millville would be part owner in the plan with Hyrum and have control over changes that might affect costs to the residents in the long-term. There are other cities in the valley that are trying to find a way to work out a deal with Hyrum similar to what Millville has in our agreement, but it will be much more difficult for them to make that happen. Millville City happened to be a really good fit for Hyrum and both cities will benefit from the agreement.

Mayor Hair thanked the residents for attending and for making Millville such a great place.

Councilmember Callahan motioned to close the public hearing. Councilmember June seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (The staff report for the sewer public hearing is included with the minutes as Attachment "B".)

Consideration of a Resolution Accepting the Emergency Medical Services (EMS) Agreement with Cache County

Recorder Twedt explained that this was the updated agreement from the County. There were no changes in costs to the City or anything else substantive. The reason a new agreement is needed is because Smithfield City decided not to join the other cities in the County EMS plan.

Councilmember Callahan moved to approve Resolution 2020-24. Councilmember Wilker seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment “C”.)

Councilmember Reports and Items for Future Agendas

There were no additional comments from members of the City Council. (A copy of the Councilmember Assignments List is included with the minutes as Attachment “D”.)

Adjournment

Councilmember Grange moved to adjourn the meeting. Councilmember Callahan seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. The meeting adjourned at 7:43 p.m.

Mayor Hair then invited the public to meet one-on-one with the engineers to review the specific sewer lines for their homes.

MILLVILLE PLANNING COMMISSION MEETING

City Hall - 510 East 300 South - Millville, Utah

November 5, 2020

1. Roll Call:

Chairman Garrett Greenhalgh, Commissioners: Bonnie Farmer, Rachel Thompson, Darcy Ripplinger (Alt.), and Matt Anderson (Alt.)

Others Present:

Development Coordinator Randy Wall, Treasurer Tara Hobbs, Recorder Corey Twedt, David Olsen, Richard & Mike Zollinger, Chad Kendrick, Spencer Munyan, Brian & Kaylee Hair, Gary Stauffer. Secretary Kara Everton recorded the minutes.

2. Opening Remarks/Pledge of Allegiance

Chairman Greenhalgh opened the meeting at 8:00 p.m.
He led all present in the Pledge of Allegiance.

3. Review and Approval of agenda

The agenda for the Planning Commission meeting of Meeting of November 5, 2020 was reviewed. A motion was made by Commissioner Farmer to approve the agenda as outlined. Commissioner Greenhalgh seconded. Commissioners Farmer, Greenhalgh, Anderson (Alt) and Ripplinger (Alt.) voted in Favor with Commissioner Dickey, Lewis, Thompson absent.

4. Review and Approval of the Minutes from October 15, 2020

The Planning Commission meeting minutes were reviewed. A motion was made by Commissioner Anderson (Alt.) to approve the minutes as presented. Commissioner Farmer seconded. Commissioners Farmer, Greenhalgh, and Ripplinger (Alt.) and Anderson (alt.) voted in Favor with Commissioner Dickey, Lewis, and Thompson absent.

Commissioner Rachel Thompson arrived at 8:02 pm.

5.A. Zoning Clearance – Brian and Kaylee Hair, residence at 403 N 100 W, Millville.

Brian & Kaylee Hair are importing an existing home and accessory garage from another property. They will build a basement then bring it over in the spring of 2021.

Brian Hair confirmed the distance along the public frontage road is 120' and the height of the house is 17'.

Recorder Corey Twedt asked if there was a question on the septic? Dev. Coordinator Randy Wall said that all the papers were in the file.

Commissioner Thompson made a motion to approve the clearance. Commissioner Ripplinger seconded. Commissioners Farmer, Greenhalgh, Thompson Anderson (Alt.) and Ripplinger (Alt.) voted in Favor with Commissioner Dickey and Lewis absent.

5.C. Public Hearing – Mike Zollinger, Rezone

Commissioner Greenhalgh moved to open the hearing at 8:10 p.m. to go into the public hearing. Commissioner Farmer seconded. Commissioners Farmer, Greenhalgh, Thompson Anderson (Alt.) and Ripplinger (Alt.) voted in Favor with Commissioner Dickey and Lewis absent.

All persons listed above were present at the hearing.

Chairman Greenhalgh advised that regardless of subdividing, we are only discussing the rezoning from AG to R-2.

David Olsen- (Millville resident who owns a 7-acre parcel with the orchard south of the proposed rezone). He thinks this will be a great addition to Millville and would be happy with the proposed development. Stated that two years ago a developer proposed a high-density development and was worried about the effect that would have on our traffic and neighborhood. He cautioned that there have been issues with the irrigation flooding basements of homes, and that the projection for flooding is a concern as the subdivisions fill in, but as with changing the zoning to residential will help this issue resolve.

Gary Stauffer asked if we could do anything about the traffic at the roundabout. Commissioner Ripplinger explained that the roundabout is a funnel road from Providence traffic.

Commissioner Anderson asked about plan on timing. Mike Zollinger said as soon as they are ready. Recorder Twedt advised this would be a borderline adjustment and not a de-annexing. Commissioner Anderson advised that the rezone stays as an R-2 so that no one can come in and subdivide that in the future. Richard Zollinger advised that the court decree is only approved for the 3 lots on the private lane.

No other comments

Commissioner Greenhalgh made a motion to close the public hearing at 8:16 p.m.. Commissioner Thompson seconded. Commissioners Greenhalgh, Farmer, Thomson, Anderson (Alt.) and Ripplinger (Alt.) voted in Favor with Commissioners Dickey and Lewis absent.

5.D. Recommendation to the City Council regarding proposed rezone.

Commissioner Thompson made a motion to recommend to the City Council the acceptance of the above referenced Rezone. Commissioner Farmer seconded. Commissioner Thompson seconded. Commissioners Greenhalgh, Farmer, Thomson, Anderson (Alt.) and Ripplinger (Alt.) voted in Favor with Commissioners Dickey and Lewis absent.

5.E. Other

No other items were discussed.

6. City Council Report – review minutes from the October 29, 2020 meeting

Commissioner Ripplinger asked if we will be able to breach across the river at the low stage this fall. Recorder Twedt replied No. Commissioner Greenhalgh asked if there was enough time in the spring before the runoff start. Recorder Twedt said we should be able to, and the bids will be received this winter.

7. Agenda Items for Next Meeting

Chris Funk's sidewalk is completed for

Matt Anderson will continue to serve. City Council will vote and he will be sworn in next meeting.

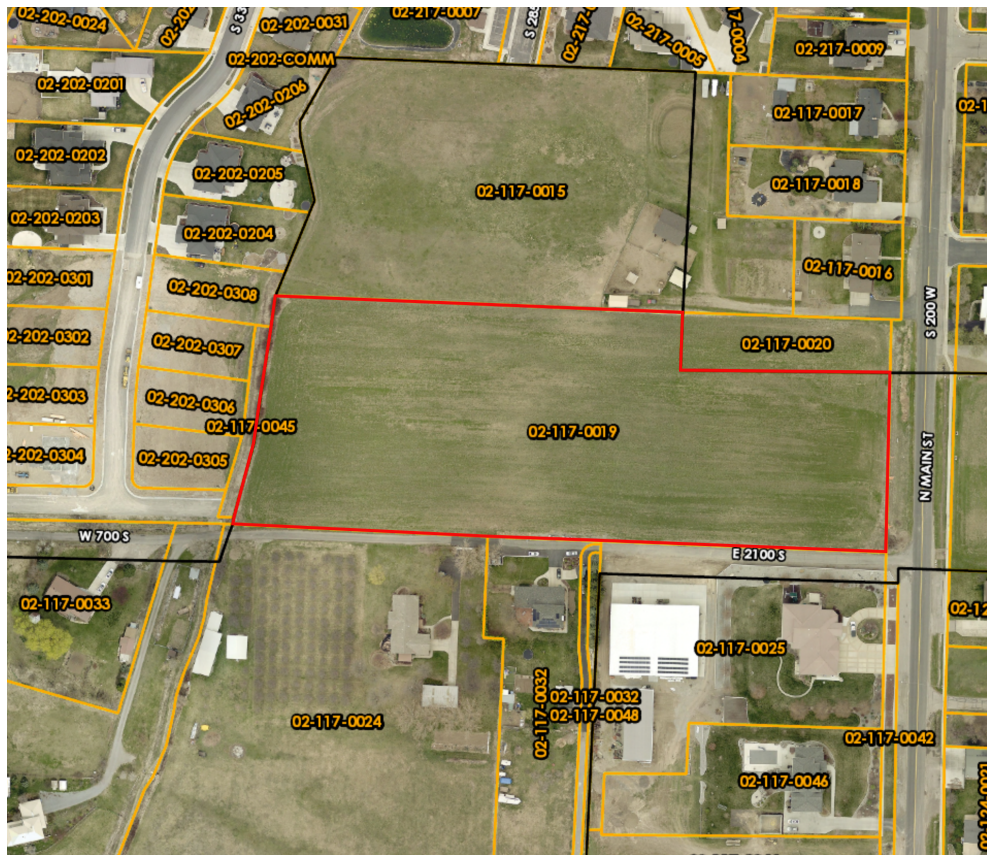
8. Calendaring of future Planning Commission Meeting

The next regularly scheduled meeting will be held Thursday, Nov 19, 2020 at 8:00 pm.

9. Adjournment

Chairman Greenhalgh moved to adjourn the meeting at 8:25 p.m.

DRAFT



**MILLVILLE CITY
RESOLUTION 2020-25**

**APPROVING THE MIKE ZOLLINGER REZONE OF PARCEL 02-117-0019
FROM AGRICULTURAL (A) TO RESIDENTIAL (R2)**

WHEREAS, a petition to rezone property for parcel 02-117-0019 has been received from Mike Zollinger; and

WHEREAS, the Planning Commission has reviewed the rezone request and held a public hearing on November 5, 2020 to receive public input on the request; and

WHEREAS, the Planning Commission recommended to the City Council the approval to change the zoning as requested for said parcel;

THEREFORE, BE IT RESOLVED that Millville City approves the rezone of Parcel 02-117-0019 from Agricultural (A) to Residential (R2).

Approved and passed by the Millville City Council this 12th day of November 2020.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan				
Daniel Grange				
Clay G. Wilker				
Pamela June				
Ryan Zollinger				



AGENDA REPORT: AGREEMENT FOR PRODUCTION WELL November 12, 2020

Background

For the culinary well, we have done a test hole and found a good amount of water at an optimal location next to our storage tank on property owned by Millville and east of all septic tanks. We went out to bid for the production well and spent a lot of time on determining the proper specifications and plans for this well. Hydro Resources has come in with the best price for the project and it is within the budget set forth and the bonding received.

We have the funding complete from RDA and the construction loan in place to begin work on the well immediately.

We have complied with the requests from the Utah Division of Water Rights to prove that there aren't negative effects or draw down on other nearby water sources.

This resolution will approve the agreement with Hydro Resources which is the last thing needed so that construction on the new well can begin.

Included Documents

- Resolution 2020-26 and associated agreement

**MILLVILLE CITY
RESOLUTION 2020-26**

**A RESOLUTION APPROVING AN AGREEMENT WITH HYDRO
RESOURCES FOR CONSTRUCTION OF NEW CULINARY WELL**

WHEREAS, Millville City is in need of a new culinary well; and

WHEREAS, Millville City has received funding from USDA and a construction loan from Zions bank as well as completed the required bonding needed to cover the cost of the project; and

WHEREAS, the project went out to bid and Millville City has awarded the production well project to Hydro Resources;

NOW THEREFORE, be it resolved by the Millville City Council to approve the agreement with Hydro Resources for construction of the new culinary well.

Passed and approved by the Millville City Council this 12th day of November 2020.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan				
Daniel Grange				
Clay G. Wilker				
Pamela June				
Ryan Zollinger				

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Millville City** ("Owner") and **Hydro Resources – Rocky Mountain, Inc** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally consists of drilling and installing a 16-inch diameter production well by reverse rotary drilling to a depth of 650-feet.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Millville Production Well Drilling.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **CRS Consulting Engineers, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
- A. The Work will be substantially complete within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. **Substantial Completion:** Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted

pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. **Milestones:** Contractor shall pay Owner for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **\$(number)** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **\$(number)**.~~

Deleted

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage);
 - 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

Deleted

- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate at 2% per annum above the rate paid by the Internal Revenue Service on refund claims.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings listed on the attached sheet index
 - ~~7. Addenda (number [number] to [number], inclusive).~~
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid**
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this

Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 10/29/20 (which is the Effective Date of the Contract).

Owner:

Millville City
(typed or printed name of organization)

By: David Hair
(individual's signature)

Date: 10/29/20
(date signed)

Name: David Hair
(typed or printed)

Title: Mayor
(typed or printed)

Attest: [Signature]
(individual's signature)

Title: City Recorder
(typed or printed)

Address for giving notices:

PO Box 308
Millville, UT 84326

Designated Representative:

Name: [Signature]
(typed or printed)

Title: City Recorder
(typed or printed)

Address:

PO Box 308
Millville, UT 84326

Phone: 435.881.2669

Email: ctwedt@gmail.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Hydro Resources - Rocky Mountain, Inc
(typed or printed name of organization)

By: Scott Pugsley
(individual's signature)

Date: 10/29/20
(date signed)

Name: Scott Pugsley
(typed or printed)

Title: Regional Manager
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority

Attest: [Signature]
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

13027 County Rd. 18
Ft. Lupton, CO 80621

Designated Representative:

Name: Scott Pugsley
(typed or printed)

Title: Regional Manager
(typed or printed)

Address:

13027 County Rd 18
Ft. Lupton, CO 80621

Phone: 303-857-7540

Email: spugsley@hydroresources.com

License No.: 815
(where applicable)

State: UT



AGENDA REPORT: BUSINESS LICENSES REVIEW

November 12, 2020

Background

In December, renewal notifications will be sent to existing businesses. The City Council reviews current business licenses yearly to note any concerns or problems and to potentially restrict issuing renewals if they think there is a problem.

Please review the list of 2020 (current) business licenses and discuss any concerns or issues prior to renewal letters and instructions being sent out for 2021 business licenses.

Included Documents

- 2020 List of Active Business Licenses

2020 MILLVILLE BUSINESS LICENSES			
ISSUED TO	BUSINESS NAME	BUSINESS ADDRESS LN 1	Number
Michael H. Evans	Master Evans Martial Arts	695 W. 1700 S. Bldg. 28 Suite 105	1800
Pam Waldron	Salon Solace	15 East 300 South	1801
Kyle Egbert	Mountain Valley Botanical	700 W. 1700 S. Suite 104	1802
Heber Hernandez	H&J Drywall Construction, LLC	548 N. Main	1803
Colby Martin	Colby Martin, LLC	285 N. 300 E.	1804
James E. Fields	Mountain Greenery	71 West Center	1805
Laura Jardine	Lemon Tree Interior Design	280 East 300 North	1806
Donald Lewis	Don's Quality Tile, Inc.	124 East 100 North	1807
Glenn Floyd	Chromoly Plus	296 North 100 West	1808
R Greg Patterson	Bowls & Stuff	225 N. 350 E.	1809
Lindsay Monson	Professionails	250 South 300 East	1810
Brett Hadfield	Silicone Plastics	97 West 300 South	1811
Corey Twedt	Twedt Consulting	181 East 550 North	1812
Jenny Williams	Busy Bugs Preschool	25 East 450 North	1813
Craig Nielson	Stellar Collision Repair	380 North 200 East	1814
David Hair	D&B Equipment	325 North 100 West	1815
Amber Sleight	I'd Rather Be Sewing	220 North 300 East	1816
Ryan Zollinger	Global Industries LLC	1000 N 1000 W Bldg 15	1817
Jack R. Gage	Jack R. Gage Refrigeration (JRG)	695 West 1700 South Bldg 15	1818
Jack R. Gage	Craft Contractors LLC	695 West 1700 South Bldg 15	1819
Jason Leishman	Legacy Concrete	165 East 100 South	1820
John or Kris Blankman	Paradise Fire Protection	1000 W 1000 N Suite 100	1821
John Slater	Lyndale Marketing Inc.	1000 W 1000 N BLDG 29 STE 101	1822
John Slater	Rocky Mt. Technology SVCS, Inc.	1000 W 1000 N BLDG 29 STE 101	1823
Earl Cox	Cox Electric	293 East Center	1824
Kyle Hancey	Hancey's Precast and Backhoe	15 South 550 East	1825
Amanda Hansen	Little Turkey Shoppe	120 North 300 East	1826
Dixie Loveless	Mountain Peak Volleyball	725 West 1940 South	1827
DeAnn Blanchard	Suspended in Time by DeDee	390 South 100 West	1828
Randy Wall	Wall to Wall Painting Inc.	10 West 300 South	1829
Todd R. Brown	Lowry and Associates, Inc.	10 West 300 South	1830
Jason Dattage	Dattage Sprinkler Inc.	56 West 300 North	1831
Ross Bowen	Covenant Consulting Group, Inc.	190 West 265 South	1832
Mandy P. Schiess	Eric & Mandy Schiess LLC	181 West Center	1833
Guy Curtis	Crossroads Traffic Management	385 North 200 East	1834
Mark Bodily	Curb Appeal Garage Doors	160 West 200 North	1835
Sam Weston	Classic & Antique Auto Restoration	270 South Main	1836
Matthew Anderson	Anderson Auto	340 North Main	1837
Cathy Anderson	Don's Auto Body	340 North Main	1838
Mike Hansen	Xtreme Machine - Peace Frog	98 West 300 South	1839
Nathan E. Peterson	The Whitney Connection LLC	1000 N 1000 W Ste 108	1840
Jason Low	Saddlerock Remodel and Repair	159 East 500 North	1841
Lance Zollinger	Zollinger Commercial Warehousing	1000 W 1000 N	1842
Janice Gregory	Janice Gregory's Preschool LLC	50 West 100 South	1843

2020 MILLVILLE BUSINESS LICENSES			
ISSUED TO	BUSINESS NAME	BUSINESS ADDRESS LN 1	Number
Brett Hadfield	Hadfield Insurance Services	211 East 500 North	1844
Deven Gnehm	Signature Sales, LLC	1000 W. 1000 N.	1845
Wayne Ruud	Invision Windows/Doors	96 North 100 West	1846
Ryan Zollinger	ZBROZ Racing LLC	1000 N 1000 W Bldg 8	1847
Tom or Kathy Fecteau	Kathy Kaye Foods, LLC	1000 N 1000 W Bldg #30	1848
Tara Hobbs/Holli Johnson	Tara's Beauty Shop	414 South 550 East	1849
Trevor Hobbs	Canyon View Aeration & Lawn Care	414 South 550 East	1850
Sally Stocker	Dandelion Drifts, LLC	240 West 200 South	1851
Paul Hair	Triple PPP Inc.	300 North 150 West	1852
James Christopherson	Overhead Door of Cache Valley	1000 W 1000 N, Ste 101	1853
Brian Jensen	ABJ Specialty	650 North Main	1854
Chris McMaster	ULA Equipment	695 W 1700 S Bldg 28 Ste 102	1855
Norman Doyle	RubyClaire Boutique Inc.	1250 W 950 N Bldg 25 Ste 103	1856
Gary Walker	Walker Hobbies	113 East 350 South	1857
Jonathan Atwood	1i4 Group LLC	1000 N 1000 W Bldg 29, Ste 109	1858
Ken Hamilton or Daphne Carlson	Bio Minerals Technologies, Inc.	1000 N 1000 W Bldg 28, Ste 103	1859
Mark Perkes	Reapp LLC	77 East 200 South	1860
Robert B. Wick	Robert Wick Construction LLC.	130 West 300 North	1861
Desaree Yelton	Come Home to Clean LLC	295 North 100 West	1862
Amy Eskelsen	For The Dog LLC	35 East 300 South	1863
Ryan Bingham	Les Olson Company	795 W 1700 S Bldg 28 #100	1864
Micheal J. Wyatt	Mike's Busted Knuckle Repair, LLC	180 East 200 North	1865
Larry Lewis	Larry S. Lewis Construction Inc.	40 North 100 East	1866
Colton Murray Thain	Mean Machine	695 West 1700 South #15	1867
Ryan Pierson	Artistic Rail	11 East 650 North	1868
Marie Jenkins	Yellow Door Salon	545 North 140 East	1869
Jill Woolley	Creative Corner Preschool	420 North 200 East	1870
Quinn Johnson	Lawn Specialists	160 North 300 East	1871
Rael Thomson	Mountain Shih Tzu	480 South 550 East	1872
Michael Johnson	Summit Electric Inc.	625 North Main	1873
Ron Lundberg	Archery Customs	190 West 100 North	1874
Ginger Meadows	Ginger Meadows Services	410 North 300 East	1875
Ashlie Jessop	Ashlie Jessop	164 East 350 South	1876
Colter Wilker	Black Canyon Excavation	117 West 400 North	1877
Crae Williams	StoneHaven Construction	25 E. 450 N.	1878
Trudy Sorenson	Minds Eye LLC	69 West 200 South	1879
Carrie Newman	Cerus Gear, LLC	700 W 1700 S Bldg 29 Ste 106	1880
Kyle Pence	Smooth Shop	1000 N 1000 W Bldg 8	1881
Todd Aslett	Auto Paint Designs	26 West 300 North	1882
Zachary Norton	Refine It Marketing	310 East 100 North	1883
Colby Nielson	High Country Home Builders	253 North 250 East	1884
Colton Murray Thain	Mean Machine	695 West 1700 South #15	1885
Hank Nielsen	Niels Fugal Sons Company LLC	1000 W 1000 N	1886
D'Arcy Echols	D'Arcy Echols & Co.	98 West 300 South	1887

2020 MILLVILLE BUSINESS LICENSES			
ISSUED TO	BUSINESS NAME	BUSINESS ADDRESS LN 1	Number
Kevin Simpson	Front Line Home Inspection	200 North 300 East	1888
Cerissa Hebdon	CrossFit Antietam	700 W 1700 S #105	1889
Bart Esplin	Rockin' Bee Honey	20 West 300 South	1890
Lacee Jensen	LKJ Billing	141 East 600 North	1891
Natalie Rae Anderson	Papper Apparel	266 East 250 North	1892
Tyson Burnham	Singular Edge LLC	490 North 200 East	1893
Ryan Rockhill	AR Logan LLC	765 West 1940 South #100	1894
Chuck Reese	RMR Truck Repair	191 North Main	1895
Rachel Smith	A Dip of Darling	700 W. 1700 S. Ste. 111	1896
Colby E. Gill	Western Adjusting Services LLC	397 South 200 East	1897
Carson Allen	CA Repairs	11 North Main Street	1898
Naseer A. Mirza	Chills On Wheels Ice Cream	290 W. 1140 N.	1899
Tessa Miller	Divine Designs by T	275 East 300 North	1900
Trevor Booth	Epic Breakroom Solutions LLC	695 W. 1700 S. Bldg 28 Unit 107	1901
Jessica Summers	Dog Breeding Services	150 W. 600 E.	1902
Bre Jacobsen	BZ Concepts LLC	109 East 200 South	1903
Melecio J. Hilera	Jacob's	278 North 100 East	1904
Ashleigh McDonald	Valley Girl Fitness LLC	765 W. 1950 S. Bldg 22 Suite 102	1905

Councilmember Assignments 2020

Updated 1/9/20

Councilmember Daniel Grange

- Sewer
- Animal Control
- Trails

Councilmember Ryan Zollinger

- Water
- Finance
- Fiber Internet

Councilmember Clay Wilker

- P&Z
- Fire/EMS/Emergency Preparedness
- City Celebration Support

Councilmember Pamela June

- City Events (Millville Days/ Night Out Against Crime, Easter, Christmas, Fair Booth)
- Youth Council
- Mini Miss Millville and Parades

Councilmember Michael Callahan

- Ordinance Enforcement
- Wildfire
- Sewer Support
- P&Z Support