

NOTICE OF AGENDA

Notice is hereby given that the City Council of the City of Wellington will hold a regular City Council Meeting on Wednesday, November 18, 2020 at the Wellington City Hall, located at 150 West Main Street, Wellington, Utah. Meeting shall begin promptly at 6:00 pm as a Regular Meeting and the agenda shall be as follows:

1. Public Comment Period
2. Pledge of Allegiance, Roll Call, and Approval of Previous City Council Minutes
3. Resolution 2020-19 – A Resolution to Amend Certain Provisions of the Wellington City Fire Department Policy.
4. Riverside Homes Subdivision Plat "B" – Carol Feichko & Frank Feichko 1B-0289-0000 to 1B-0291-0035 Zoned MH
5. Riverside Homes Subdivision Plat "C" – Frank H. Jr. & Juanita Feichko 1B-0291-0042 to 1B-0291-0067 Zoned MH
6. CARES ACT BUSINESS GRANT APPROVALS - Consideration and possible approval of CARES Act business grants to qualified Wellington City businesses that made application for the grant fund
7. CARES ACT Funding for Wellington City – Consideration and possible approval of qualified project list.
8. Review of iWorQ Service Agreements and Sole Source Letter for Community Development Application & Services, Public Works Package and TextMyGov.
9. Purchase Order 027 – Approval & Acceptance of iWorQ Community Development Application & Services Agreement.
10. Purchase Order 028 -Approval & Acceptance of iWorQ Public Works Package Applications & Services
11. Purchase Order 029 – Approval & Acceptance of TextMyGov Partnership Proposal
12. Vouchers and Warrants
13. Council Reports
14. Mayoral Reports
 - a. Wellington Microtech CRA
 - b. ETV Honor Roll
 - c. Code Publishing Update
 - d. Annual Santa Claus Visit
15. Adjourn

Posted this 13th day of October, 2020

-s Glenna Nelson

City Recorder



In compliance with the Americans with Disabilities Act, persons needing auxiliary services for this meeting should call Glenna 435-637-5213 at least 24 hours prior to the meeting. A copy of this notice was emailed to the ETVNews, a newspaper of general circulation within Carbon County, and to Radio Station KOAL/KARB. Interested parties who would like to make comment on an agenda item in an electronic format are encouraged to email gnelson@wellingtonutah.us. All regular city council meetings when possible are streamed to the Wellington City Facebook Page.

RESOLUTION

2020-19

A RESOLUTION AMENDING CERTAIN PROVISIONS OF THE WELLINGTON VOLUNTEER FIRE & RESCUE DEPARTMENT POLICIES AND PROCEDURES

WHEREAS, the Wellington City operates a Volunteer Fire Department (Department), and

WHEREAS, the Department has previously adopted a revised Policies and Procedures on April 6, 2011 for the propose of creating stricter department policies, and to provide for the safety and protection of the firemen and citizens they serve; and

WHEREAS the department has periodical reviewed its Policies and Procedures and determined necessary changes or updates are needed.

NOW, THEREFORE, the City Council hereby resolves that the Wellington Volunteer Fire & Rescue Department Policies and Procedures shall be updated as follows:

Section 1: New Members

1. NEW MEMBERS: The prospective candidate will meet with a selection committee consisting of one (1) randomly chosen fire department officer, one (1) randomly chosen firefighter and the Fire Chief.
 - A. The process of randomly choosing firefighters and officers will consist of full-time members of the department placing their name on a piece of paper that will then be placed into a container and drawn out by the chief.
 - B. If a majority of the selection committee approves the candidate, they will be placed on a probation period of 6 months upon passing a pre-employment drug screen and a background check.

Section 2: Voting and Probation

2. PROBATION: If all hiring criteria has been met and candidate has been approved by The Mayor and City Council, the new member will complete a task book and show proficiency at the approved skills. The probationary firefighter will also attend at least 50% of calls and meetings during the probationary period. If minimum criteria are not met, a review board consisting of two randomly chosen fire department officers and two randomly chosen firefighters will determine if employment will be terminated, probation extended, or full-time status granted.

Section 3: Health Safety and Welfare of Citizens

3. HEALTH SAFTEY AND WELFARE OF CITIZENS:
 - A. Only three (3) members of an immediate family shall be allowed on the fire Department, only one member of the immediate family may hold an officer position within the Department.
 - B. All members shall receive the Hepatitis B vaccination within one (1) month after the six (6) month probation or before they go out on any call, whichever comes first.

This Resolution shall take effect on the date of its passage and adoption.

Motion for adoption of this resolution was made by Council Member _____ and was seconded by Council Member _____ and carried by a vote as follows:

The vote was:

Glen Wells	Yea ___ Nay ___
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Bethany Perea	Yea ___ Nay ___
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Rory Bradley	Yea ___ Nay ___
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Derk Bradley	Yea ___ Nay ___
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Garritt Pell	Yea ___ Nay ___
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N WITNESS WHEREOF, the City Council of the Wellington City Corporation has duly adopted this resolution and caused it to be executed by the officers in duplicate on this 18th day of November 2020.

Paula Noyes, Mayor

ATTEST

Glenna Nelson, City Recorder



Planning and Zoning Meeting Staff Report

Date of Meeting: November 18, 2020
Name of Project/Business: Riverside Homes Subdivision Plat "B"
Name of Applicant: Carol Feichko & Frank Feichko
Agenda Item: Lot Line Adjustments/Subdividing Lots
Location of Item: Riverside Subdivision
Zoning Designation: MH
Parcel Number: [1B-0289-0000](#) & [1B-0291-0035](#)
Item #: 4

Background:

Troy Gadd and Chelsy Conk of Jones & DeMille Engineering have been working with Frank Feichko to subdivide and make changes to 1B-0289-0000 & 1B-0289-0035. The proposed changes are as follows:

- Increase the lot size of 1B-0291-0035
- Increase the lot sizes of lots 37-40
- Subdivide and define lots 70 to 73

Land Use Summary

- Lot Sizes: 8.89 AC & 0.10
- [MH](#)

Analysis:

- **Access:** All existing lots have access. Lots 70 to 73 would require a new road for access.
- **Utilities:** All existing lots have utilities. The Wellington City Public Works Department will need to verify if lots 70 to 73 have water rights. It is assumed that they would not as they do not currently exist and are being created.
- **Fire Hydrant:** All existing lots have access to a fire hydrant. Lots 70 to 73 will need to be reviewed by the Fire Department and Public Works Department.
- **Fire Inspection:** N/A

- **Engineering/Road:** It is recommended that prior to the construction of a road Wellington City properly survey the proposed roadway. Wellington City may be able to build the new road using Local Sales Option revenues.
- **Plat/Survey Review:** It is advised that Wellington City submit the proposed plat to a Cody Ware or Johansen and Tuttle for review.

Possible Actions:

1. **Recommendation of Approval:** This action may be taken if the Planning and Zoning Commission feels the proposal complies with the requirements of the Land Use Code and General Plan.
 - a. List accepted findings
 - b. Place standards as needed
2. **Table:** This action may be taken if the Planning and Zoning Commission feels that there are unresolved issues.
 - a. List accepted findings
 - b. Reasons of tabling
 - i. Unresolved issues that must be addressed
 - c. Date when the item will be heard again
3. **Recommendation of Denial:** This action may be taken if the Planning and Zoning Commission feels that the request does not meet the intent of the Land Use Code and General Plan.
 - a. List accepted findings
 - b. Reasons for denial

Planning and Zoning Commission Meeting Staff Report for
City Council Supplemental Information

Agenda Item – Riverside Homes Subdivision Plat “B” – Carol Feichko & Frank Feichko 1B-0289-0000 to 1B-0291-0035 Zoned MH

Review of Planning and Zoning Decision

Troy Gadd of Jones & DeMille Engineering and Frank Feichko Jr. met with the Planning and Zoning Commission Board on November 4, 2020. As explained by the presenters these proposed changes would create 4 additional lots in the area and increase the lot size of lots 37 to 40 and lot 35.

The Planning and Zoning Board provided this request with a favorable recommendation to move forward for review by the City Council. Areas to consider include installing new sewer, water, and secondary lines and creating a new road.

Possible Actions:

1. Recommendation of Approval: This action may be taken if the City Council feels the proposal complies with the requirements of the Land Use Code and General Plan.
 - a. List accepted findings
 - b. Place standards as needed
2. Table: This action may be taken if the City Council feels that there are unresolved issues.
 - a. List accepted findings
 - b. Reasons of tabling
 - i. Unresolved issues that must be addressed
 - c. Date when the item will be heard again
3. Recommendation of Denial: This action may be taken if the City Council feels that the request does not meet the intent of the Land Use Code and General Plan.
 - a. List accepted findings
 - b. Reasons for denial



Wellington City Planning and Zoning Subdivision Application

150 W Main PO Box 559
Wellington, Utah 84542
(435) 637-5213 phone (435) 637-1586 fax

Name of Property owner: CAROL FEICHKO AND FRANK FEICHKO
Mailing Address: 800 JENSEN DRIVE DELTA, CO 81414
Phone: (970) 399-3314 Fax: _____
Email: ggfeichko1934@gmail.com / mafeichko@gmail.com

*Attach additional owner information if necessary

Applicant or contact person: FRANK FEICHKO c/o JONES: DEMILLE
Address: 1675 SOUTH HWY-10 PRICE, UT 84501
Phone: 435-637-8266 Fax: _____
Email: troy@jonesanddemicille.com

Name of land surveyor: TROY GADD, P.L.S.
Address: 1675 SOUTH HWY-10 PRICE, UT 84501
Phone: 435-637-8266 Fax: _____
Email: troy@jonesanddemicille.com

Physical Address of proposed development: RIVERSIDE SUBDIVISION
WELLINGTON, UT

Parcel number of proposed development: _____

Brief description of proposed development:

MAKE LOT 35 OF THE RIVERSIDE SUBDIVISION LARGER TO INCLUDE LAND
CURRENTLY OWNED BY FRANK FEICHKO (N AND E OF CURRENT LOT).
ALSO, MAKE LOTS 37-40 LARGER TO THE EAST (ALSO OWNED BY FRANK FEICHKO).

Applications must be submitted to the office of the City Recorder a minimum of seven days prior to the regularly scheduled Planning and Zoning Meetings (2nd Wednesday of each month). Please accompany the application with an application fee of \$50 per lot for a minor subdivision, and a minimum of six copies of the concept plat.

***** For City Use Only *****

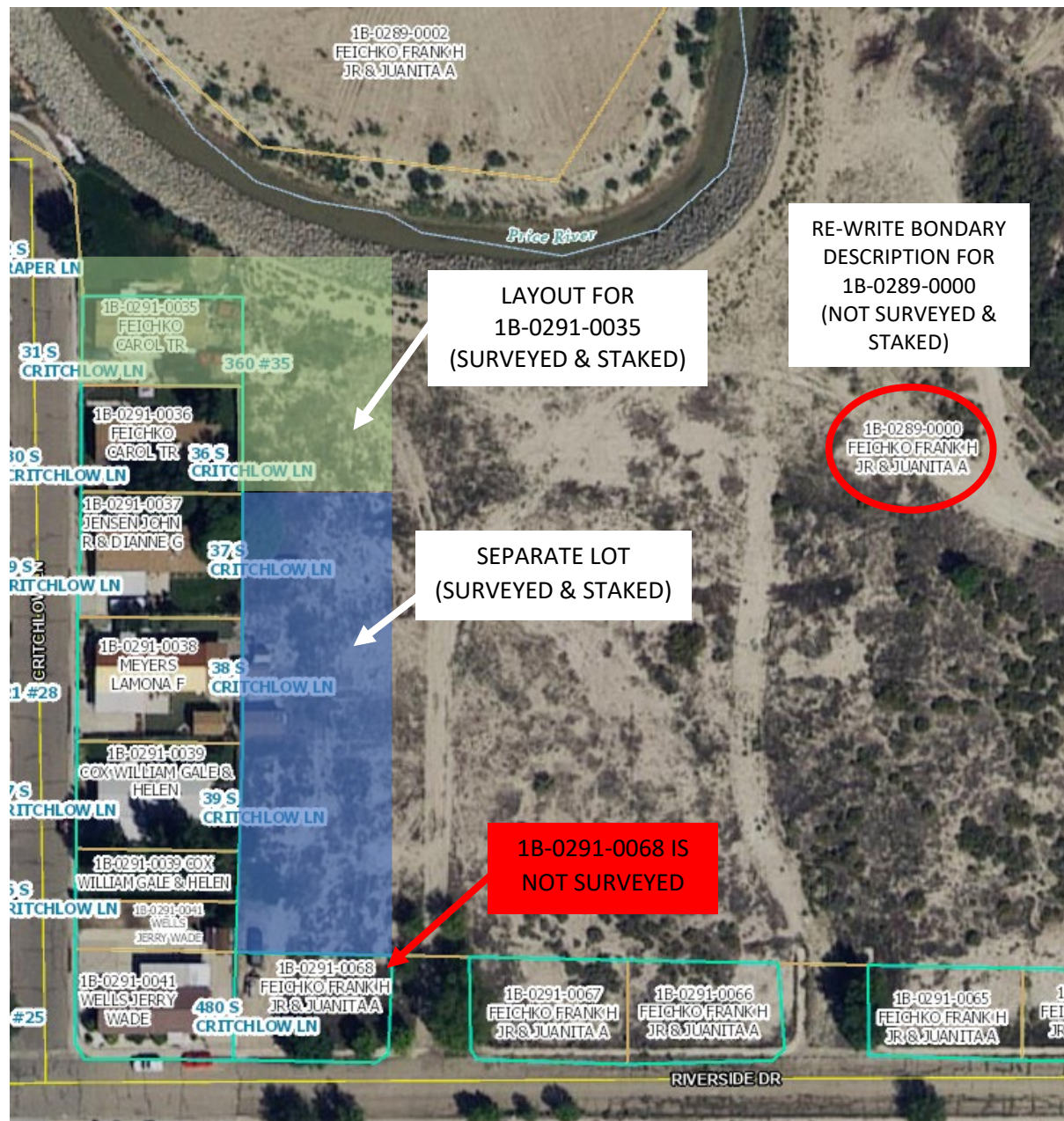
Application Number: _____

Application Fee: _____

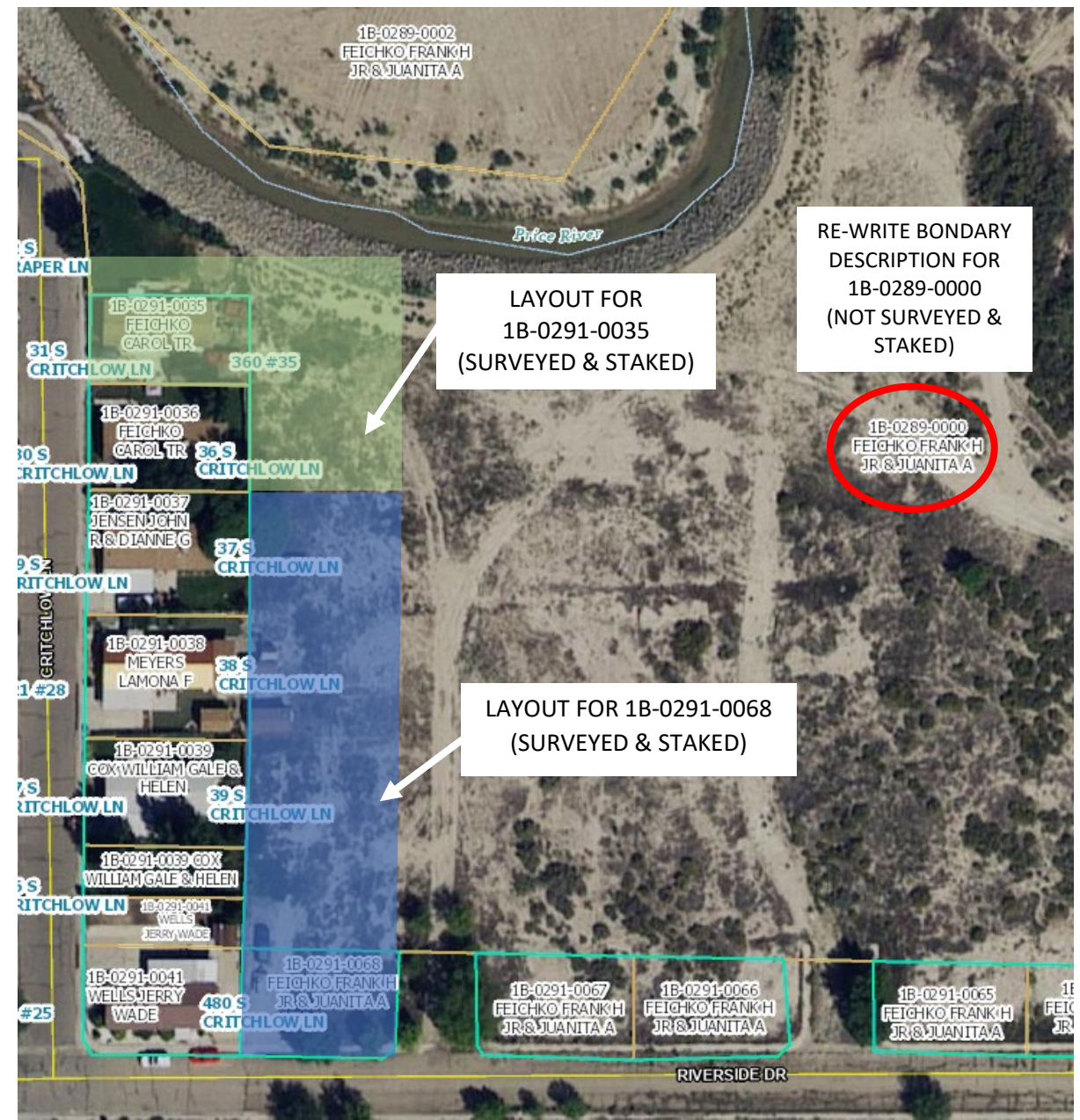
Received by: _____

Treasurer's Receipt Number: _____

Date Received: _____



PLAN A



PLAN B



Planning and Zoning Meeting Staff Report

Date of Meeting: November 18, 2020
Name of Project/Business: Riverside Homes Subdivision Plat "C"
Name of Applicant: Frank H. Jr. & Juanita A. Feichko
Agenda Item: Lot Line Adjustments/Subdividing Lots
Location of Item: Riverside Subdivision
Zoning Designation: MH
Parcel Numbers: [1B-0291-0042 to 1B-0291-0067](#)
Item #:

Background:

Troy Gadd and Chelsy Conk of Jones & DeMille Engineering have been working with Frank H. Jr & Juanita A. Feichko to subdivide and make changes to the parcels they own in Riverside Subdivision. The proposed changes are as follows:

- Combine lots 42 to 54 in Riverside to create 10 equal lots. This would change the lot numbers to 45 to 54. This would remove lot 42 and 43.
- Combine and extend lots 55 to 63 to create 7 equal lots.
- Combine and extend lots 64 to 67 to be 4 equal lots

Land Use Summary

- Lot Sizes: varies
- [MH](#)

Analysis:

- **Access:** All existing lots have access.
-
- **Utilities:** All existing lots have utilities. There are however potential concerns regarding the integrity of the sewer system in this area.
- **Fire Hydrant:** All existing lots have access to a fire hydrant.
- **Fire Inspection:** N/A

- **Engineering/Road:** It is recommended that prior to the construction of a road Wellington City properly survey the proposed roadway. Wellington City may be able to build the new road using Local Sales Option revenues.
- **Plat/Survey Review:** It is advised that Wellington City submit the proposed plat to a Cody Ware or Johansen and Tuttle for review.

Possible Actions:

1. **Recommendation of Approval:** This action may be taken if the Planning and Zoning Commission feels the proposal complies with the requirements of the Land Use Code and General Plan.
 - a. List accepted findings
 - b. Place standards as needed
2. **Table:** This action may be taken if the Planning and Zoning Commission feels that there are unresolved issues.
 - a. List accepted findings
 - b. Reasons of tabling
 - i. Unresolved issues that must be addressed
 - c. Date when the item will be heard again
3. **Recommendation of Denial:** This action may be taken if the Planning and Zoning Commission feels that the request does not meet the intent of the Land Use Code and General Plan.
 - a. List accepted findings
 - b. Reasons for denial



Wellington City Planning and Zoning Subdivision Application

150 W Main PO Box 559
Wellington, Utah 84542
(435) 637-5213 phone (435) 637-1586 fax

Name of Property owner: FRANK H. JR. & JUANITA A. FEICHKO

Mailing Address: 988 EAST 6370 SOUTH

Phone: (435) 637-1350

Fax: _____

Email: ahsumjuan@hotmail.com

***Attach additional owner information if necessary**

Applicant or contact person: FRANK FEICHKO c/o JONES & DEMILLE ENG.

Address: 1675 SOUTH HWY-10 PRICE, UT 84501

Phone: (435) 637-8266

Fax: _____

Email: troy@jonesanddemicille.com

Name of land surveyor: TROY GADD, P.L.S.

Address: 1675 SOUTH HWY-10 PRICE, UT 84501

Phone: (435) 637-8266

Fax: _____

Email: troy@jonesanddemicille.com

Physical Address of proposed development: RIVERSIDE SUBDIVISION
WELLINGTON, UT.

Parcel number of proposed development: _____

Brief description of proposed development:

COMBINE LOTS 42-54 OF RIVERSIDE SUB. TO BE 10 EQUAL LOTS.

ALSO, COMBINE AND EXTEND LOTS 55-63 TO BE 7 EQUAL LOTS.

AND COMBINE AND EXTEND LOTS 64-67 (INCLUDING APPROACH) TO BE 4 EQUAL LOTS.

Applications must be submitted to the office of the City Recorder a minimum of seven days prior to the regularly scheduled Planning and Zoning Meetings (2nd Wednesday of each month). Please accompany the application with an application fee of \$50 per lot for a minor subdivision, and a minimum of six copies of the concept plat.

***** For City Use Only *****

Application Number: _____

Application Fee: _____

Received by: _____

Treasurer's Receipt Number: _____

Date Received: _____

Amendment to Riverside Homes Subdivision Plat "C"

Located in Section 12, T. 15 S., R. 10 E., S.L.B. & M.

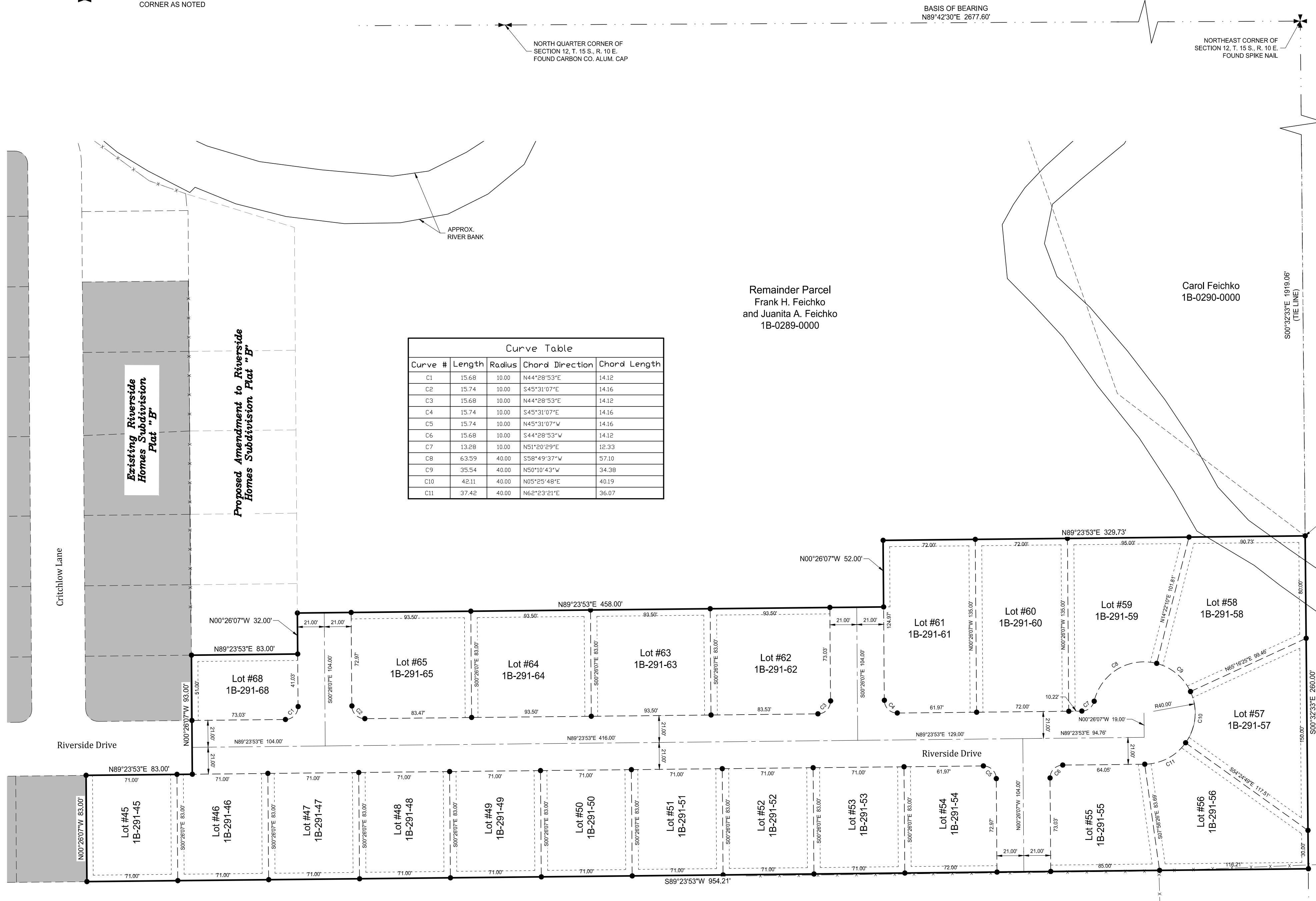
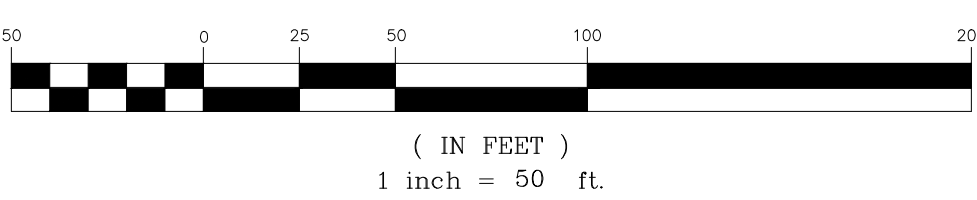
Wellington City, Carbon County, Utah

2020

LEGEND

- SURVEYED BOUNDARY LINE
- SECTION LINE
- SUBDIVISION LOT LINE
- PUBLIC UTILITY EASEMENT LINE
- EXISTING FENCE
- SET REBAR WITH PLASTIC CAP
STAMPED JONES & DEMILLE ENG.
UNLESS OTHERWISE NOTED
- FOUND SURVEY MONUMENT
AS NOTED
- FOUND SECTION CORNER
AS NOTED
- FOUND QUARTER SECTION
CORNER AS NOTED

GRAPHIC SCALE



Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	15.68	10.00	N44°28'53"E	14.12
C2	15.74	10.00	S45°31'07"E	14.16
C3	15.68	10.00	N44°28'53"E	14.12
C4	15.74	10.00	S45°31'07"E	14.16
C5	15.74	10.00	N45°31'07"W	14.16
C6	15.68	10.00	S44°28'53"W	14.12
C7	13.28	10.00	N51°20'29"E	12.33
C8	63.59	40.00	S58°49'37"W	57.10
C9	35.54	40.00	N50°10'43"W	34.38
C10	42.11	40.00	N05°25'48"E	40.19
C11	37.42	40.00	N62°23'21"E	36.07

SURVEYOR'S CERTIFICATE

I, TROY W. GADD, A REGISTERED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING CERTIFICATE #5561169, CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECTION.

I FURTHER CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE DIMENSIONS OF THE PROPERTY SURVEYED.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED OWNERS, WARRANT OWNERSHIP OF THE LAND DESCRIBED AND SHOWN HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

FRANK H. FEICHKO, JR.

JUANITA A. FEICHKO

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF CARBON } S.S.

ON THE _____ DAY OF _____, A.D. 2020, PERSONALLY APPEARED BEFORE ME, FRANK H. FEICHKO, JR. AND JUANITA A. FEICHKO, HUSBAND AND WIFE, AS JOINT TENANTS, OWNERS OF THE LAND DESCRIBED HEREON IN THE FOREGOING OWNER'S CERTIFICATE WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

AMENDED SUBDIVISION BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED S00°32'53"E ALONG THE EAST LINE OF SECTION 12, T. 15 S., R. 10 E., S.L.B. AND M., 1919.05 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S00°32'53"E ALONG THE EAST LINE OF SAID SECTION 12, 260.00 FEET; THENCE S89°23'53"W 954.21 FEET; THENCE N00°26'07"W 83.00 FEET; THENCE N89°23'53"E 83.00 FEET; THENCE N00°26'07"W 93.00 FEET; THENCE N89°23'53"E 83.00 FEET; THENCE N00°26'07"W 93.00 FEET; THENCE N89°23'53"E 458.00 FEET; THENCE N00°26'07"W 52.00 FEET; THENCE N89°23'53"E 329.73 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING IS N89°42'30"E BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 12.

CONTAINING 4.650 ACRES, MORE OR LESS.

PLANNING DEPARTMENT

APPROVED ON THE _____ DAY OF _____, A.D. 2020, BY THE WELLINGTON CITY PLANNING DEPARTMENT.

NICK TATTON
ZONING ADMINISTRATOR

PUBLIC WORKS ACKNOWLEDGEMENT

APPROVED ON THE _____ DAY OF _____, A.D. 2020, BY THE WELLINGTON CITY PUBLIC WORKS DEPARTMENT.

MILES NELSON
PUBLIC WORKS DIRECTOR

APPROVAL AS TO FORM

APPROVED ON THE _____ DAY OF _____, A.D. 2020.

THOMAS SITTERUD
PRICE CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE CITY COUNCIL ON THE _____ DAY OF _____, A.D. 2020, AT WHICH TIME THE AMENDMENT TO THE RIVERSIDE HOMES SUBDIVISION PLAT "C" WAS APPROVED AND ACCEPTED.

ATTEST: SHERRIE GORDON
CITY RECORDER

MIKE KOURIANOS
WELLINGTON CITY MAYOR

PREPARED BY:

Jones & DeMille Engineering, Inc.

CIVIL ENGINEERING - SURVEYING - TESTING - GIS - ENVIRONMENTAL

- infrastructure professionals -

1.800.748.5275 www.jonesanddemic.com

PROJECT NUMBER: 2009-002 FILE NAME: h:\jdp\proj\2010-060\dwg\2010-060 survey.dwg

SURVEYED BY: G.B.N. DRAWN BY: T.W.G. UPDATED: 10/28/2020 PLOTTED: 10/28/2020

Amendment to Riverside Homes Subdivision Plat "C"

Wellington City, Carbon County, Utah

Scale: 1" = 50'

SURVEY NARRATIVE AND NOTES

- THE PURPOSE OF THIS SURVEY WAS TO AMEND PLAT "C" OF THE RIVERSIDE HOMES SUBDIVISION AND STAKE CERTAIN CORNERS OF THE HEREON DESCRIBED PARCEL OF LAND. LOTS 42, 43, 44, 66, AND 67 WERE REMOVED TO ADD MORE WIDTH TO THE REMAINING LOTS. THE BOUNDARY OF THE ORIGINAL SUBDIVISION WAS ENLARGED ON THE NORTH SIDE TO MAKE THE LOTS LARGER. LOT 68 REMAINS THE SAME AS PREVIOUSLY SURVEYED.
- BASIS OF BEARING IS N89°42'30"E BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 12, T. 15 S., R. 10 E., S.L.B. & M.
- THE ORIGINAL SUBDIVISION WAS SURVEYED BY GOTTFREDSON AND JUESHKE, INC. BACK IN 1979 AND APPROVED BY WELLINGTON IN 1982. SAID SUBDIVISION CAN BE FOUND ON FILE AT THE CARBON COUNTY RECORDER'S OFFICE, AS ENTRY NUMBER 165284, BOOK 4 OF PLATS, PAGE 240.
- ALL THE BACK AND SIDE LOT LINES HAVE A 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON.
- THE BEARING AND DISTANCE FOR THE POINT OF BEGINNING OF THE RIVERSIDE HOMES SUBDIVISION PLAT "C" IS INCORRECT. THE CALL OF SOUTH 2020.15 FROM THE NORTHEAST CORNER OF SECTION 12 PUTS THE SUBDIVISION ABOUT 100 FEET SOUTH OF WHERE IT LINES UP WITH THE PREVIOUS PLATS "A" AND "B" OF SAID SUBDIVISION.
- THE DESCRIPTION FOR PARCEL 1B-289 HAS NUMEROUS TYPOS AND ERRORS IN IT. THE DESCRIPTION HAS CALLS THAT MATCH ADJOINING DEEDS FOR BEARING AND DISTANCE, AS WELL AS BEARINGS AND DISTANCES THAT MATCH THOSE SHOWN ON THE PLAT OF THE RIVERSIDE HOMES SUBDIVISION, PLAT "C". THESE ADJOINING DEEDS AND PLATS WERE USED TO PLACE THE DEED OF TAX PARCEL 1B-289.

PLAT "C" RIVERSIDE HOMES SUBDIVISION DESCRIPTION

AS FOUND ON THE OFFICIAL PLAT OF PLAT "C" RIVERSIDE HOMES SUBDIVISION ON FILE AT THE CARBON COUNTY RECORDER'S OFFICE AS ENTRY NUMBER 165284, BOOK 4 OF PLATS, PAGE 240.

COMMENCING AT A POINT WHICH IS WEST 216.90 FEET AND SOUTH 2020.15 FROM THE NORTHEAST CORNER OF SECTION 12, T. 15 S., R. 10 E., S.L.B. & M., THENCE AS FOLLOWS: N89°44'51"E 223.64 FEET, S00°11'48"E 260.00 FEET, S89°44'51"W 954.14 FEET, N00°05'09"W 83.00 FEET, N89°44'51"E 83.00 FEET, N00°05'09"W 93.00 FEET, N89°44'51"E 499.00 FEET, N00°05'09"W 32.00 FEET, N89°44'51"E 148.00 FEET, AND N00°05'09"W 52.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.217 ACRES.

BASIS OF BEARING - THE SECTION LINE FROM THE NORTH QUARTER CORNER TO THE NORTHEAST CORNER OF SECTION 12, T. 15 S., R. 10 E., S.L.B. & M., IS CALLED "EAST".

TAX PARCEL 1B-289 DESCRIPTION

AS FOUND ON AN WARRANTY DEED IN THE CARBON COUNTY RECORDER'S OFFICE AS ENTRY NUMBER 817681, BOOK 784, PAGES 731 - 736.

BEGINNING AT A POINT WEST 68.96 FEET AND SOUTH 1336.5 FEET FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 10 EAST, S.L.B. & M., THENCE SOUTH 36°30' WEST 266.73 FEET, SOUTH 19° EAST 271 FEET, SOUTH 52°30' EAST 184 FEET, SOUTH 00°11'48" EAST 100.05 FEET, SOUTH 89°44'51" WEST 223.65 FEET, SOUTH 00°05'09" EAST 52 FEET, SOUTH 89°44'51" WEST 148 FEET, SOUTH 00°05'09" EAST 32 FEET, SOUTH 89°44'51" WEST 499 FEET, NORTH 00°05'09" WEST 100.05 FEET, NORTH 00°05'09" EAST 347.25 FEET, SOUTH 89°44'51" WEST 3 FEET, NORTH 00°05'09" WEST 37.7 FEET, THENCE ALONG A CURVE 81.83 FEET, THENCE SOUTH 89°44'51" EAST 37.85 FEET, THENCE NORTH 00°05'09" WEST 83.75 FEET, NORTH 89°44'51" EAST 84 FEET, SOUTH 48° EAST 135 FEET, SOUTH 83°30' EAST 154 FEET, NORTH 32° EAST 304 FEET, EAST 470.3 FEET TO THE POINT OF BEGINNING; LESS ALL OF LOTS 25 - 32, AND LOTS 34 - 41, RIVERSIDE HOMES SUBDIVISION, PLAT "B".

Planning and Zoning Commission Meeting Staff Report for
City Council Supplemental Information

Agenda Item – Riverside Homes Subdivision Plat “B” – Carol Feichko & Frank Feichko 1B-0289-0000 to 1B-0291-0035 Zoned MH

Review of Planning and Zoning Decision

Troy Gadd of Jones & DeMille Engineering and Frank Feichko Jr. met with the Planning and Zoning Commission Board on November 4, 2020. As explained by the presenters these proposed changes would create increase the overall lot size of each lot by eliminating lots 42 to 44

The Planning and Zoning Board provided this request with a favorable recommendation to move forward for review by the City Council. Areas to consider include capping existing connections and verifying the integrity of the sewer/water infrastructure already in place.

Possible Actions:

1. Recommendation of Approval: This action may be taken if the City Council feels the proposal complies with the requirements of the Land Use Code and General Plan.
 - a. List accepted findings
 - b. Place standards as needed
2. Table: This action may be taken if the City Council feels that there are unresolved issues.
 - a. List accepted findings
 - b. Reasons of tabling
 - i. Unresolved issues that must be addressed
 - c. Date when the item will be heard again
3. Recommendation of Denial: This action may be taken if the City Council feels that the request does not meet the intent of the Land Use Code and General Plan.
 - a. List accepted findings
 - b. Reasons for denial

CARES Act Business Grant Approvals – November 18, 2020

*Approvals at this time are contingent upon a final review of all applications received during this period.
Please approve each Business Individually.

Cowboy Club

- Amount Requested: \$40,186.41
- Amount Suggested: \$15,000 to \$20,000
- Requirements for final review: Documentation of payments made for utility services during the requested period.

Miller's Fuel Center in Wellington

- Amount Requested: \$587,200 to \$1,772,200
- Amount Suggested: Not Determined at this time
- The review committee is still reviewing this request before making its final recommendation.

Miller's Subway in Wellington

- Amount Requested: \$111,008
- Amount Suggested: Not Determined at this time
- The review committee is still reviewing this request before making its final recommendation.

B Hansen Construction of Wellington

- Amount Requested: \$122,816
- Amount Suggested: \$25,000 to \$30,000
- Requirements for final review: Documentation of payments made for utility services during the requested period.

Noyes Leather & Wood

- Amount Requested: \$3,315
- Amount Suggested: \$3,300
- Requirements for final review: Documentation of payments made for utility services during the requested period. As a home occupation will need to provide the percentage of the home where business operations are conducted.

CARES Act Funding – Proposed Purchases for Wellington City.

1. IWorQ Program - \$11,350
2. Disinfect Spraying Equipment from Peterson Chemical – up to \$1,000
3. Tablets for City Council Members and Equipment to Conduct Remote Meetings when necessary
 - a. Tablets: \$1,200 to \$2,000
 - b. Logitech Expansion Mic - \$210 to \$350
 - c. Logitech MeetUp - \$850
 - d. TV or Screen: \$250 to \$500
4. City Hall Bathroom Improvements
5. City Hall Phone Upgrades
6. Keyless Entry of City Hall Main Doors



October 19, 2020

Glenna Nelson
Wellington
150 W Main
Wellington, UT, 84542

Dear Glenna Nelson

Thank you for your interest in iWorQ solutions. iWorQ Systems has been providing community development and public works software solutions for more than 19 years and serve more than 1,500 agencies throughout the United States and Canada. iWorQ System's was the first in this market to provide a web-based solution to local government. The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine the best device to utilize inside the office or in the field.

We are confident in providing a solution that will improve your internal and customer communication as well as increase your responsiveness to your customers while reducing time and effort from your staff. We accomplish this by streamlining your processes through our applications and enabling customers and citizens to engage with your office through our online portal for permits, submittals, and more.

Our software is a uniquely designed platform that enables our customers the ability to easily configure and add data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or background to perform. In addition to being able to add new fields, iWorQ's integrated report builder automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ease of steps and manner in which iWorQ allows you to configure the application is unlike any other platform in this market. This letter is to confirm that iWorQ is the sole vendor/supplier/distributor/provider of our services and is available as a sole source product.

Thank you for this opportunity,

A handwritten signature in black ink, appearing to read "A. Laing", written over a horizontal line.

Adam Laing
Vice President of Business Development iWorQ Systems, Inc.

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Wellington here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 1-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MICELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10.CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12.ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Wellington	Population- 1676
150 W Main Wellington, UT 84542	Prepared by: Steve Hulse

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Basic) *Permit Management *Code Enforcement Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Configurable reporting Unlimited access to iWorQ's template library 3 custom letters	\$2,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$2,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	~~\$1,350~~	\$1,350	Year One
Up to 5 hours of GIS integration and data conversion	~~\$1,000~~	Included	Year One
Data Conversion (see attached guidelines Appendix B)	~~\$4,900~~	Included	Year One
One-Time Setup Total (This amount will be added year 1)	~~\$7,250~~	\$1,350	Year One
Grand Total Due Year 1	~~\$9,250~~	\$3,350	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. Additional information on the service listed can be found in Appendix B.

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

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iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

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5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

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7. TERMINATION:

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This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10.CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12.ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Wellington	Population- 1,676
150 W Main Wellington, UT 84542	Prepared by: Lindsay Brooks

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Public Works Package (Basic) Package includes: *Work Management *Sign Management *Pavement Management -Available on any computer, tablet, or mobile device using Chrome browser -Track and manage work by location using OpenStreetMap -Work order scheduling and templates -Track inventory, parts, material -Sign and Pavement Management with OpenStreetMap -Quarterly GIS Updates	\$2,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$2,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$2,000	\$2,000	Year One
Up to 5 hours of GIS integration and data conversion	~~\$1,000~~	Included	Year One
Data Conversion (see attached guidelines Appendix B)	~~\$4,900~~	Included	Year One
One-Time Setup Total (This amount will be added year 1)	~~\$7,900~~	\$2,000	Year One
Grand Total Due Year 1	~~\$9,900~~	\$4,000	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. Additional information on the service listed can be found in Appendix B.

TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-755-5126

Partnership Proposal

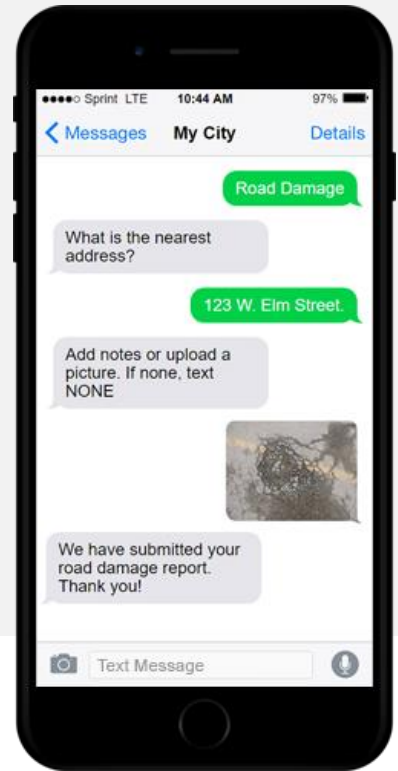
Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, **97% of smartphone owners text regularly.**

The technology analysts at Compuware reported **that 80 to 90% of all downloaded apps are only used once and then eventually deleted** by users.



TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an annual reoccurring charge for a period of two years. The agreement is set to automatically renew on the date of this agreement, after year two. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or view at www.TextMyGov.com/terms

Prepared for:

Wellington, UT
150 W Main Wellington, UT 84542

Prepared by:

Lindsay Brooks
Sales Representative
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Widget for website • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 75,000 Text Messages • 100 GB Image Uploads <i>*Additional messages can be purchased 75,000/\$375</i>	\$1,500	Annual
Implementation/Setup Fee	Included	One Time
Total (First Year):	\$1,500	First Year
Total (Ongoing):	\$1,500	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 30-day written notice, otherwise the agreement will revert to a year-to-year term.
2. This Quote is provided at the customers request and is good for 30 days.
3. Customer agrees to publish TextMyGov Widget for Website.

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

Agreement Signature

Name:

Title:

Date (Subscription Start):

Signature:

Wellington City

150 West Main
PO Box 559
Wellington, UT 84542

Purchase Order

027

Date
November 17, 2020
Customer ID

Vendor

Ship To

iWorQ Systems
PO Box 3784
Logan, UT 84323

Code	Product Name/Description	Qty	Unit Price	Total
	Community Development (Basic) Annual Fee			\$2,000
	Implementation & Setup Fee			\$1,350
	GIS Integration & data conversion			Included
	One-Time Set up Fee			\$1,350

Notes and Instructions

Subtotal	\$	-
S & H	\$	-
Sub Total	\$	5,350

A purchase order shall be required for any/all items where the individual or cumulative total of the purchase of is \$1000 or more.

Department Supervisor

Date

City Recorder

Date

Mayor

Date

Should you have any enquires concerning this purchase order, please contact 435-637-5213

PO Box 559, Wellington, UT 84542

Tel: 435-637-5213 Fax: 435-637-1586 Website <http://wellingtonutah.us>

Wellington City

150 West Main
PO Box 559
Wellington, UT 84542

Purchase Order

028

Date
November 17, 2020
Customer ID

Vendor

Ship To

iWorQ Systems
PO Box 3784
Logan, UT 84323

Code	Product Name/Description	Qty	Unit Price	Total
	Public Works Package (Basic) Annual Fee			\$2,000
	Implementation & Setup Fee			\$2,000
	GIS Integration & data conversion			Included
	One-Time Set up Fee			\$2,000

Notes and Instructions

Subtotal	\$	-
S & H	\$	-
Sub Total	\$	6,000

A purchase order shall be required for any/all items where the individual or cumulative total of the purchase of is \$1000 or more.

Department Supervisor

Date

City Recorder

Date

Mayor

Date

Should you have any enquires concerning this purchase order, please contact 435-637-5213

PO Box 559, Wellington, UT 84542

Tel: 435-637-5213 Fax: 435-637-1586 Website <http://wellingtonutah.us>

Wellington City

150 West Main
PO Box 559
Wellington, UT 84542

Purchase Order

029

Date
November 17, 2020
Customer ID

Vendor

Ship To

iWorQ Systems
PO Box 3784
Logan, UT 84323

Code	Product Name/Description	Qty	Unit Price	Total
	TextMyGov Full Package			\$1,500
	Includes Annual Fee and Setup Fee			

Notes and Instructions

Subtotal	\$	-
S & H	\$	-
Sub Total	\$	2,000

A purchase order shall be required for any/all itmes where the individual or cumulative total of the purchase of is \$1000 or more.

Department Supervisor

Date

City Recorder

Date

Mayor

Date

Should you have any enquires concerning this purchase order, please contact 435-637-5213
PO Box 559, Wellington, UT 84542
Tel: 435-637-5213 Fax: 435-637-1586 Website <http://wellingtonutah.us>



Wellington City's Annual Santa Visit

PLEASE SEE BACK FOR
MORE DETAILS

NOVEMBER 30TH
WELLINGTON CITY HALL



ANNUAL SANTA VISIT DETAILS

PLEASE FOLLOW THESE GUIDELINES SO WE CAN ENSURE THAT SANTA IS SAFE TO DELIVER PRESENTS ON CHRISTMAS EVE

Event Date: November 30th

Start Time: 5:00 PM

Social Distancing Requirements:

- Face Masks are recommended and encouraged.
- Only one family will be allowed to visit with Santa at a time in the Multipurpose Room.
- Santa will take photos with children but has requested we skip letting them sit on his lap to share his wish list this year.
- Santa is requesting all kids bring a letter with their wish list.
- Families may social distance in their vehicles or in the gymnasium while waiting for their turn to see Santa.
- Hand sanitizer will be available at the entrance and exit in the Multipurpose Room.



Visit www.wellingtonutah.us
for more information about the event.
For inquiries call (435) 637-5213
or email cityadmin@wellingtonutah.us