

MILLVILLE CITY COUNCIL MEETING
Zoom Electronic Meeting – Millville, Utah
November 12, 2020

PRESENT: David Hair, Daniel Grange, Clay Wilker, Michael Callahan, Pamela June, Ryan Zollinger, Tara Hobbs, Chad Kendrick, Corey Twedt, Randy Wall, Mike Zollinger, Lance Zollinger

Call to Order/Roll Call

Mayor David Hair called the City Council Meeting to order for November 12, 2020 at 7:00 p.m. The roll call indicated Mayor Hair and Councilmembers Pamela June, Michael Callahan, Ryan Zollinger and Daniel Grange were in attendance with Councilmember Clay Wilker to join later. Also, Treasurer Tara Hobbs and Recorder Corey Twedt were present.

Opening Remarks/Pledge of Allegiance

Councilmember Zollinger welcomed everyone to the Council Meeting and led all present in the pledge of allegiance.

Approval of Agenda

The agenda for the City Council Meeting of November 12, 2020 was reviewed.

Councilmember Callahan moved to approve the agenda for November 12, 2020.

Councilmember Grange seconded. Councilmembers Callahan, June, Grange and Zollinger voted yes with Councilmember Wilker to arrive later. (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 29, 2020.

Councilmember Callahan moved to approve the minutes for October 29, 2020.

Councilmember Zollinger seconded. Councilmember Callahan pointed out a typo on page 6 that should be “Millville would be part owner in the plant” and not “plan”. Mayor Hair pointed out a typo on page 2 that should be “the shelters are only occupying” and not “the shelters or only occupying”. Councilmembers Callahan, June, Grange and Zollinger voted yes with Councilmember Wilker to arrive later.

Public Comment Period

Mayor Hair asked if there were any comments from the public. There were no comments from the public.

Report on P & Z Meeting held November 5, 2020

Development Coordinator Randy Wall reviewed with the Council the Planning Commission's draft minutes for the meeting held November 5, 2020. The Zollinger zoning change was briefly discussed. Mike Zollinger explained that the intended development in this area would be lots that are 1.5 acres or larger.

Consideration of a Resolution Changing the Zoning on Parcel 02-117-0019 from Agricultural (A) to Residential (R2)

Recorder Twedt said that Mike Zollinger Annexation had been approved by the State and was now complete. When annexed into Millville, property is zoned as Agricultural. Mike Zollinger had made a request to rezone just one of the parcels to Residential (R2) that allows for half-acre minimum lot sizes. Recorder Twedt said that the proper notification and hearings had been held and now the Council could determine if they want to allow the rezone. Councilmember Grange confirmed that the Planning Commission had approved the rezone.

Councilmember Grange moved to approve Resolution 2020-25. Councilmember Callahan seconded. Councilmembers Callahan, June, Grange and Zollinger voted yes with Councilmember Wilker to arrive later. (The approved resolution and updated zoning map are included with the minutes as Attachment "B".)

Consideration of a Resolution Approving an Agreement with Hydro Resources for the Construction of a Culinary Well

Councilmember Zollinger said that he had reviewed the agreement and asked Recorder Twedt and Mayor Hair if they had any concerns with moving forward. Mayor Hair said that he didn't have any concerns. Recorder Twedt said that Hydro Resources had the low bid and that they are a reputable company.

Councilmember Callahan moved to approve Resolution 2020-26. Councilmember Grange seconded. Councilmembers Callahan, June, Grange and Zollinger voted yes with Councilmember Wilker to arrive later. (The approved resolution is included with the minutes as Attachment "C".)

Review of 2020 Business Licenses

Recorder Twedt reviewed the list of existing 2020 business licenses in Millville City. He explained that he would be mailing out renewal notices to all businesses by the end of the month and asked if the Council had any concerns with renewals being offered to all of the businesses on the list.

Councilmember Zollinger asked if any visits had been made to Stellar Auto in response to the recent complaint. Councilmember Grange said that he had made a visit and that he felt it was clean and well run. He said that he is clearly not an expert in this, but that he felt the filtration system that was in place was sufficient for the work being done there. Mayor

Hair said that a letter had been sent to the Munsons about the visit made by Councilmember Grange and indicating that the City did not have concerns about the business and that additional visits by Councilmembers would be made in the future.

The consensus of the Council was to proceed with issuing renewal letters to all of the current, existing businesses. (The list of 2020 Business Licenses is included with the minutes as Attachment “D”).)

Councilmember Wilker joined the meeting at this time.

Consideration for Matt Anderson serving another term on the Planning Commission

Councilmember Wilker said that Matt Anderson’s term as a Planning Commissioner Alternate is now up. Recorder Twedt said that Matt was willing to serve another term and that if approved by the City Council, he would attend the next Planning and Zoning Meeting to swear Matt in for another term.

Councilmember Zollinger motioned to approve Matt Anderson for another term as an a Planning Commissioner Alternate. Councilmember Wilker seconded. Councilmembers Callahan, June, Grange, Wilker and Zollinger voted yes.

Consideration for Cancelling City Council Meetings Scheduled for November 26, 2020 and December 24, 2020

Mayor Hair said that the next City Council Meeting is scheduled for Thanksgiving and the second meeting in December is scheduled for Christmas Eve. He asked the Council what they would like to do.

Councilmember Zollinger motioned to Cancel the City Council Meetings scheduled for November 26, 2020 and December 24, 2020. Councilmember Grange seconded. Councilmembers Callahan, June, Grange, Wilker and Zollinger voted yes.

City Reports

Director of Public Works Chad Kendrick said that Rocky Mountain Power had assisted in hanging up the City Christmas lights earlier today. He asked when the Council would like the lights to be turned on. Councilmember Zollinger suggested they be turned on now instead of waiting until after Thanksgiving.

Director Kendrick reported that everything had been winterized and that the cement work was now complete for the shop extension. The new truck and plow are now in and they are ready to deal with the upcoming snow storms. Councilmember Grange asked if they already had the salt that they needed for the winter road maintenance. Director Kendrick

explained that they had a stock of salt. The City has gone more to a standard white salt now instead of the red salt because of the lower costs.

Councilmember Callahan said that he thought the new steps from the road to the pickleball courts looked good.

Councilmember Zollinger said that construction happening on the property near 550 North and Main had resulted in sidewalk damage. Director Kendrick said that Treasurer Hobbs had received a phone call about this and made him aware. He had gone to look at the damage and would be addressing it with the contractor.

Councilmember Reports and Items for Future Agendas

(A copy of the Councilmember Assignments List is included with the minutes as Attachment “E”).)

Councilmember Zollinger said that he has had a few conversations regarding fiber again recently. He said that this was still being worked on and that fiber would likely be on a future agenda for Council review and discussion.

Recorder Twedt reported that the City had requested and received reimbursement from the County for the \$50,000 RAPZ Tax funding that had been awarded for the South Park Walkway Project.

Recorder Twedt said that he was working with the Division of Environmental Quality to make some changes to the Low-Income Grant Policy that would allow for residents with homes in trusts to apply and also make allowances for residents that don't have enough income to require that they file taxes. He said that he thought they were getting close and was hoping to extend the application period and update the policy in the next couple of days.

Recorder Twedt said that when the City had first gone to the Division of Environmental Quality Board to discuss funding, the request was made by DEQ staff to provide \$700k for initial engineering work on the sewer project. At that meeting, that number had arbitrarily been cut in half and the City was awarded \$350k to get the project started. Millville was asked to come back at a future meeting to discuss additional funding. When we went back, we were able to lock in the remainder of the DEQ funding which ended up being \$2 million in grant money for the project and the \$1.5 million for the low-income lateral grant. There are restrictions on when and how the funds can be accessed and we unfortunately can't currently access to the remainder of the \$2 million until we are ready to send the entire project out to bid. Before we can do that, we have to finalize the remaining

easements and an environmental assessment. What that means is that we need to finish up the sewer design, so that we can go out to bid, but we don't have the DEQ funding up front to get there.

What needs to be done to pay our bills with the engineers is to borrow some money from the Capital Projects Fund and then replace that money when the funding comes through in the next month. Recorder Twedt said that he wanted to make the Council aware of what he was doing with these funds and see if they had any concerns or questions. Councilmember Zollinger said that he thought this was okay, but that the money transfers should be documented.

Adjournment

Councilmember Grange motioned to enter an executive session to discuss the litigation with the Cemetery District after which both the public meeting and executive session will adjourn. Councilmember Zollinger seconded. Councilmembers Callahan, June, Grange, Wilker and Zollinger voted yes. The meetings adjourned at 7:48 p.m.

NOTICE AND AGENDA

Attachment "A"

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
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

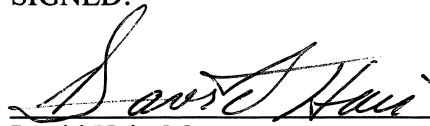
WHEREAS, the Planning Commission has reviewed the rezone request and held a public hearing on November 5, 2020 to receive public input on the request; and

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:

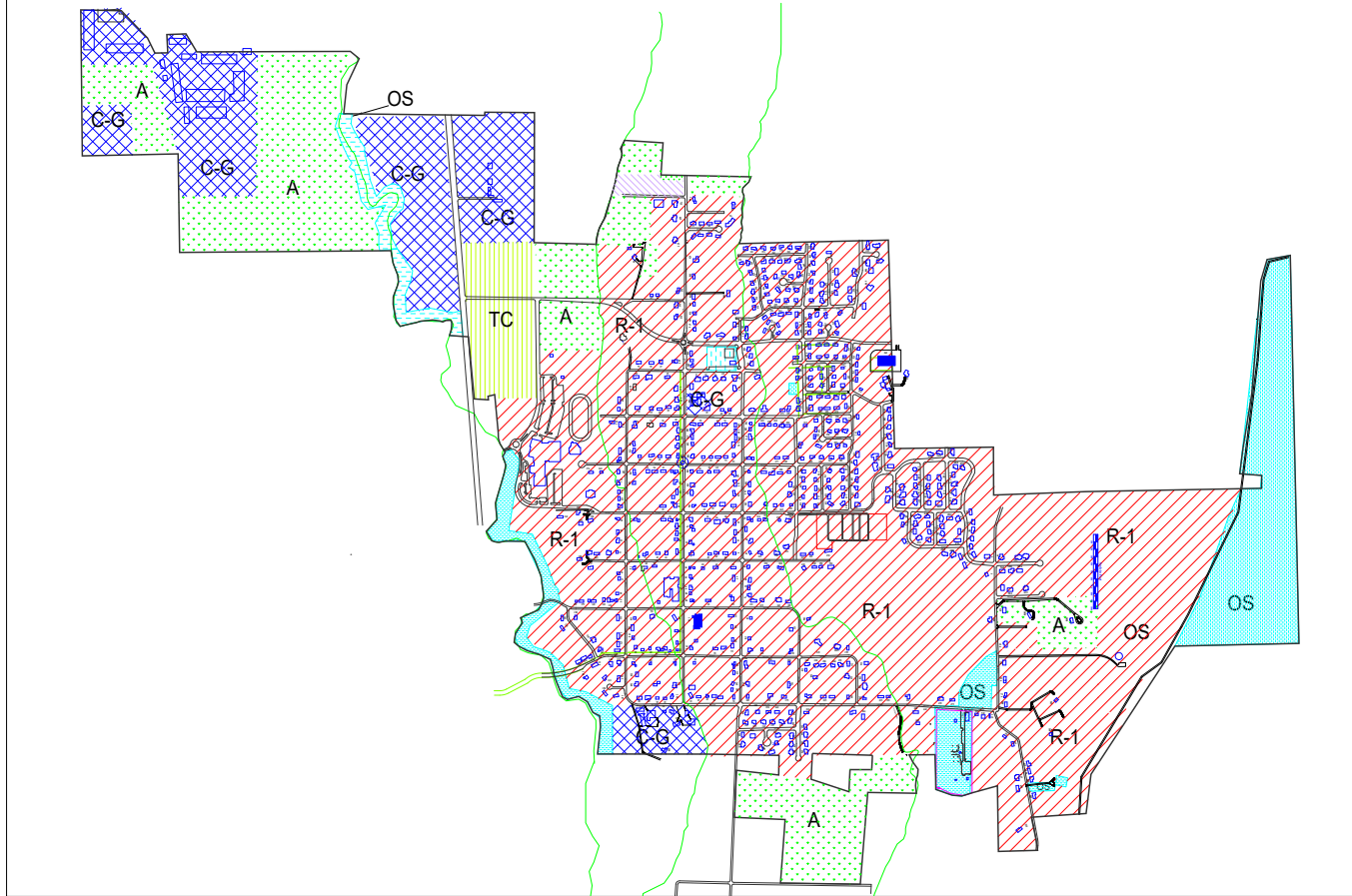

David Hair, Mayor

ATTEST:


Corey Twedt, City Recorder



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



Legend

	Agricultural (A)		Residential (R-1)		Open Space (OS)
	Commercial (C-G)		Residential (R-2)		
	Town Center (TC)		Residential (R-3)		

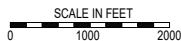
Prepared by: David Dickey

11 Nov 2020

File: Zoning 2020 11-11 r15.dwg

Ref File: Millmast 2017 3-30.dwg

Zoning City of Millville



This is to certify that this map is the official zoning map for the city of Millville, Utah referred to in Section 6-4 of the Millville City Ordinances.

David Hair, Mayor Attest: Corey Tweed
City Recorder

11/12/20
Date

**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;

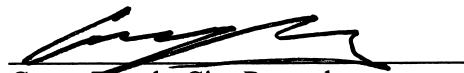
NOW THEREFORE, be it resolved by the Millville City Council to approve the agreement with Hydro Resources for construction of the new culinary well.

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	X			
Daniel Grange	X			
Clay G. Wilker			X	
Pamela June	X			
Ryan Zollinger	X			

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