

**WILLARD CITY COUNCIL
NOTICE**

The Willard City Council of the Willard City Corporation will hold a Special meeting on Tuesday, December 22, 2020. The meeting will be held at the Willard City Offices 80 W 50 S. The meeting will be held in accordance with current COVID-19 guidelines. The meeting will begin promptly at 6:30 p.m. The agenda will be as follows:

1. Call to Order

- a. Invocation
- b. Pledge of Allegiance

2. Open Comment Period (Individuals have three minutes for open comments. If required, items may be referred to department heads for resolution. Items requiring action by the City Council will be placed on the agenda for a future meeting.)

3. Business

- a. Presentation by Shane Taggart, Jones & Associates, Regarding the 200 West Extension from Perry City to 750 North Using UDOT Grant Funds
- b. Consideration of Resolution No. 2020-22 Approving an Interlocal Agreement By and Between Perry City and Willard City for Roadway Connection Project
- c. Consideration of Resolution No. 2020-23 Specifying Child Richards CPAs and Advisors Authorized Access for the City Banking Accounts
- d. Consideration of Resolution No. 2020-24 Appointing Authorized Individuals to Add/Delete, or Make Changes to the Bank Accounts Tied to the Public Treasurer's Investment Fund Accounts, Open or Close PTIF Accounts and Execute Necessary Forms in Connection with Such Changes on Behalf of Willard City Corporation
- e. Consideration of Resolution No. 2020-25 Honoring Teri Fellenz for Exemplary Service and Proclaiming December 31, 2020 as Teri Fellenz and Gaylene Nebeker Day in Willard City
- f. Consideration Resolution No. 2020-26 Honoring Gaylene Nebeker for Exemplary Service and Proclaiming December 31, 2020 as Teri Fellenz and Gaylene Nebeker Day in Willard City
- g. Planning Commission
 - 1) Consideration of Discussion/Action on Requirements Regarding Mark Mackley Request for Sewer Service to Property Located in Perry City and Discussion Whether to Proceed.
- h. Approval of Minutes- December 10, 2020 meeting
- i. Financial
 - 1) Warrants
 - 2) Vouchers
 - 3) Reports

4. Department Reports

- a. Maintenance Department
 - 1) Presentation by Jared Rice, Rockwell Supply, Regarding Upgrade of Lift Station SCADA
 - 2) Request for Approval of Lift Station SCADA
- b. Police Department
- c. Fire Department

5. Council members

- a. Brad Robb
- b. Josh Braegger
- c. Fred Ward
- d. John Seamons
- e. Kaleb Kunzler

6. Mayor's General Correspondence and Information

7. Adjourn

I, designated recorder for Willard City hereby certify that the foregoing notice and agenda was posted at the Willard City Hall and on the State of Utah Public Meeting Notice Website December 8, 2020,.

/s/ Teri Fellenz
Recorder, Willard City

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah 84340, phone number (435) 734-9881, at least three working days

WILLARD CITY CORPORATION
RESOLUTION # 2020-22

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN
WILLARD CITY AND PERRY CITY FOR ROADWAY CONNECTION PROJECT**

WHEREAS, the Utah Interlocal Cooperative Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizen and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements become effective; and

WHEREAS, Willard City and Perry City have negotiated an Agreement for the purpose of completing Roadway Connection Project as one combined project; and

Whereas, Willard City and Perry City find that mutual benefit and cost effective government can be achieved through this interlocal agreement for services entailed herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Willard City the attached interlocal agreement is entered with Perry City for the purposes of the Roadway Connection Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of Willard City.

PASSED AND ADOPTED December 22, 2020, by a vote of _____ for and _____ against.

Mayor

Attest:

City Recorder

**AN INTERLOCAL AGREEMENT BY AND BETWEEN
PERRY CITY AND WILLARD CITY
FOR ROADWAY CONNECTION PROJECT**

This Interlocal Agreement is made by and between Perry City, a body politic and political subdivision of the State of Utah, having its principal business address as 3005 South 1200 West, Perry, Utah (hereinafter "Perry") and Willard City, a body politic and political subdivision of the State of Utah, having its principal business address as 80 West 50 South, Willard, Utah (hereinafter "Willard"), individually referred to as "Party" or collectively referred to as "Parties."

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, all of the Parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, Perry is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, Willard is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, the Parties are neighboring communities that desire to increase their street network connectivity;

WHEREAS, Perry received grant funding from UDOT and is currently completing construction of the 1200 West roadway from 3600 South to the Southern boundary of Perry;

WHEREAS, Willard is planning to construct the 200 West roadway from the Southern boundary of Perry to SR-315 (750 North) in Willard;

WHEREAS, 200 West in Willard connects to 1200 West in Perry;

WHEREAS, the Parties desire to work cooperatively to increase efficiency and uniformity by combining their respective projects into one project (hereinafter "Project"), See Exhibit 1;

WHEREAS, UDOT has granted permission for Perry to increase the original grant scope to include Project;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, Perry and Willard do mutually agree and undertake as follows:

Section One Scope of Agreement

Intent. For the purpose of construction, the Parties intend by this Agreement to incorporate Willard's road construction project as a change order to Perry's existing 1200 West Roadway Project.

Specifically, this Agreement addresses the obligations of Perry and Willard in relation to designing and managing the Project.

Section Two Perry's Responsibilities

Perry agrees to:

1. Request that the Project Engineer create plans for the design layout and construction of the Project in accordance with Willard's current adopted Public Works Standards for Development, Design, & Construction.
2. Obtain plan approval from Willard's Engineer.
3. Coordinate the construction of the Project with the Contractor, Staker & Parson Companies.
4. Conduct a pre-construction meeting with all Parties, the Contractor, and the Contractor's subcontractor performing the work.
5. Process and pay all Contractor pay requests.
6. Issue Project Change Order(s) to Contractor, where necessary.
7. Notify Willard of all Contractor payment requests related to the Project and obtain concurrence from Willard of pay request prior to approving pay request and issuing payments.
8. Notify Willard of all Contractor change order requests related to the Project and obtain concurrence from Willard of change prior to approval.
9. Provide inspections of all Project work completed within the boundaries of Perry.
10. Coordinate Project inspections with Willard by providing notification to the Willard Public Works Director one (1) working day prior to the work being done in Willard or within 500 feet of the Parties shared boundary line.
11. Maintain and oversee Project records and provide electronic versions to Willard.

Section Three
Willard's Responsibilities

Willard agrees to:

1. Coordinate with Perry to provide necessary information for the design and construction of the Project.
2. Approve the current Contractor, Staker & Parson Companies, as the Contractor to complete the construction of the Project.
3. Provide a representative to attend all Project related meetings.
4. Provide inspections of all Project work completed within the boundaries of Willard.
5. Within three (3) business days of request from Perry:
 - a. Provide written approval or comments for pay requests.
 - b. Provide written approval or denial of change order requests.

Section Four
Payment

Perry and Willard will establish and maintain their own budgets for expenses related to this Agreement. For the Project, Perry shall be responsible for ensuring payment and grant reimbursement is completed in accordance with existing grant funding requirements.

1. Prior to any construction, Project scope and price will be determined and agreed upon by both Parties by signing the change order.
2. Within ten (10) days of receipt of invoice from Contractor or Engineer, Perry will review and request payment from Willard for ten percent (10%) of the actual cost.
3. Within ten (10) days of receipt of request from Perry, Willard will remit payment to Perry.
4. Within ten (10) days of receipt of payment from Willard, Perry will remit payment to the Contractor or Engineer and submit proof of payment to UDOT for grant funding reimbursement of ninety percent (90%) of engineering and actual Project costs.
5. Willard shall pay one hundred percent (100%) of all engineering and construction costs that exceed UDOT grant funding.

Section Five
General Provisions

1. **Limitations.** Except as outlined by this Agreement or by agreement separate from this, neither party assumes any responsibility to inspect, install, operate or otherwise maintain the other party's roadway/street system. Further, this Agreement does not impose on either party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. **Official Representative.** Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

Perry

Robert Barnhill

City Administrator

Phone: 801-723-6461

Email: Robert.barnhill@perrycity.org

Willard

Chris Davis

City Administrator

Phone: 801-882-9766

Email: cdavis@willardcity.com

The authorized representative(s) shall have full power to bind Perry and Willard, respectively, in decisions related to Project and not require approval from Perry or Willard elected representatives, unless otherwise required by their individual Purchasing Policy. Each may designate an authorized representative upon written notice to the other party.

3. **Term and Renewal.** This Agreement shall be for a period of twenty-four (24) months beginning upon the effective date in paragraph 5, or until such time as the construction of Project as described herein is complete, including the one-year warranty period, whichever comes first.
4. **Termination.** This Agreement may be terminated by either party upon ninety (90) days written notice from the Perry Mayor or the Willard Mayor provided to the City Recorder. Upon termination of the Agreement, Willard shall have thirty (30) days to pay any outstanding balance owed to Perry.
5. **Effective Date.** This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the Parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
6. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from each party, along with being approved as to form by the Perry Attorney and Willard Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.

7. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
8. **Indemnification.** Each party agrees to indemnify, defend, and save and hold the other party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:
 - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying party, relating to this Agreement; and
 - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. **Employee Status.** It is understood and agreed by the parties that any and all personnel furnished by the parties shall remain employees of the respective parties and shall abide by the personnel policies of the respective parties.
10. **Hired Consultant Status.** It is understood and agreed by the parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or Contractor, shall not represent themselves as employees of the respective parties.
11. **Warranties.** Each party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the parties that would adversely affect this Agreement.
12. **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Perry City Recorder and the Willard City Recorder and shall remain on file for public inspection for the duration of this Agreement.
13. **Governing Law.** It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
14. **Non-transferable.** This rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the parties.
15. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer

voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties. It is thus the intention of the parties that each provision of this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

16. Additional Interlocal Cooperation Act provisions. In satisfaction of the requirements of the Interlocal Cooperation Act, the parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the parties.
- e. Immediately after execution of this Agreement by both parties, each party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

AN INTERLOCAL AGREEMENT BY AND BETWEEN
PERRY CITY AND WILLARD CITY
FOR ROADWAY CONNECTION PROJECT

DATED this 10th day of December, 2020

PERRY CITY:



Mayor, Perry City

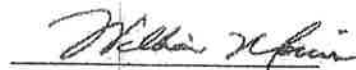


ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:



City Recorder



City Attorney

DATED this _____ day of _____, 2020

WILLARD CITY:

Mayor, Willard City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Recorder

City Attorney

PERRY CITY CORPORATION
RESOLUTION NO. 2020-22

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
BY AND BETWEEN
PERRY CITY AND WILLARD CITY
FOR ROADWAY CONNECTION PROJECT**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements become effective; and

WHEREAS, Perry City and Willard City and have negotiated an Agreement for the purposes of completing Roadway Connection Project as one combined project;

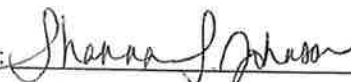
WHEREAS, Perry City and Willard City find that mutual benefit and cost effective government can be achieved through this interlocal agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Perry the attached interlocal agreement is entered with Willard City for the purposes of the Roadway Connection Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of Perry City.

PASSED AND APPROVED by the Perry City Council this 10th day of December, 2020.



Mayor, Perry City

ATTEST: 

City Recorder

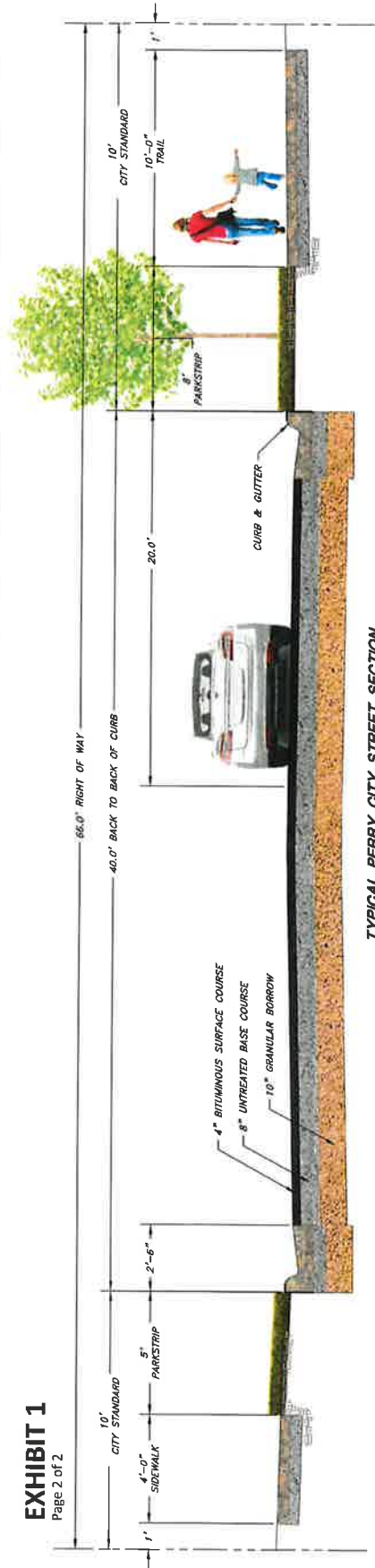


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EXHIBIT 1

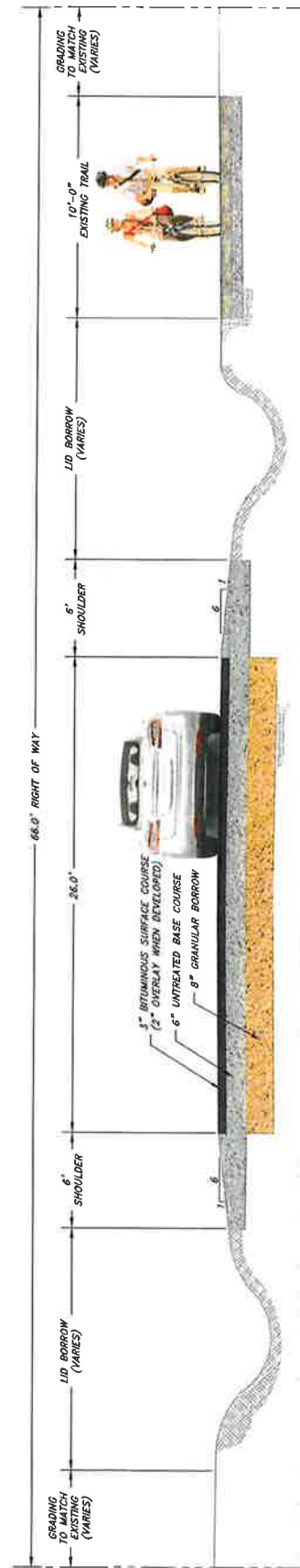
Page 2 of 2



TYPICAL PERRY CITY STREET SECTION



TYPICAL WILLARD CITY STREET SECTION (FUTURE)



TYPICAL WILLARD CITY STREET SECTION (TO BE CONSTRUCTED)

WILLARD CITY CORPORATION
RESOLUTION # 2020-23

**A RESOLUTION OF THE WILLARD CITY COUNCIL SPECIFYING CHILD RICHARDS
CPAS AND ADVISORS AUTHORIZED ACCESS FOR THE CITY BANKING ACCOUNTS**

WHEREAS, The City of Willard has bank accounts to conduct financial its business;
and

WHEREAS, the Willard City Council approved Resolution No. 2020-21, a Resolution of the Willard City Council Appointing Child Richards CPAs and Advisors as the Willard City Treasurer and Approving a Retainer Agreement on December 10, 2020; and

WHEREAS, Child Richards CPAs and Advisors require necessary access to the accounts to conduct the financial business of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willard that Ryan Child of Child Richards CPAs and Advisors be granted in access to the accounts of this corporation to conduct the financial business of the City; in addition to perform deposits and withdrawals to and from the Public Treasurer's Investment Fund.

BE IT FURTHER RESOLVED, that the Mayor, City Recorder and City Manager be named as agents and are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of Willard City may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this resolution. Such other agreements or other acts may not be contrary to Willard City Ordinances or Policies.

PASSED AND ADOPTED December 22, 2020, by a vote of _____ for and
_____ against.

Mayor

Attest:

City Recorder

WILLARD CITY CORPORATION
RESOLUTION # 2020-24

A RESOLUTION OF THE WILLARD CITY COUNCIL APPOINTING AUTHORIZED INDIVIDUALS TO ADD/DELETE, OR MAKE CHANGES TO THE BANK ACCOUNTS TIED TO THE PUBLIC TREASURER'S INVESTMENT FUND ACCOUNTS, OPEN OR CLOSE PTIF ACCOUNTS AND EXECUTE NECESSARY FORMS IN CONNECTION WITH SUCH CHANGES ON BEHALF OF WILLARD CITY CORPORATION.

WHEREAS, The City of Willard has bank accounts to conduct its financial business;
and

WHEREAS, Willard City also participates in the Office of the State Treasurer, Public Treasurer's Investment Fund; and

WHEREAS, The City Council of Willard appoints the authorized individuals and those with necessary access to the accounts to conduct the financial business of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willard that Michelle Vest Snarr and Christopher G. Davis be designated as the individuals to act on behalf of Willard City Corporation until written revocation from Willard City Corporation is delivered to the Office of the State Treasurer; and

BE IT FURTHER RESOLVED, that Ryan Child of Child Richards CPA's and Advisors be authorized to perform deposits and withdrawals and have access to the PTIF statements for the purpose of management of the accounts and filing the necessary State reports.

BE IT FURTHER RESOLVED, that Michelle Vest Snarr and Christopher G. Davis the designated individuals be named as agents and are authorized and empowered to execute such other agreements. Including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of Willard City may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this resolution. Such other agreements or other acts may not be contrary to Willard City Ordinances or Policies.

PASSED AND ADOPTED December 22, 2020, by a vote of _____ for and _____ against.

Mayor

Attest:

City Recorder

RESOLUTION NO. 2020-25

**A RESOLUTION OF THE WILLARD CITY COUNCIL HONORING TERI FELLEZ
FOR EXEMPLARY SERVICE AND PROCLAIMING DECEMBER 31, 2020, AS TERI
FELLEZ AND GAYLENE NEBEKER DAY IN WILLARD CITY**

WHEREAS, Teri Fellenz has been employed by Willard City since February 5, 1996;
and

WHEREAS, Teri Fellenz has dedicated herself to serving the Citizens of Willard
throughout her career as the City Recorder, office manager and multiple other responsibilities
and duties; and

WHEREAS, Teri Fellenz's positive influence upon the citizens of Willard is
immeasurable and will impact Willard City for good for many years to come and,

WHEREAS, Teri Fellenz has determined she will finally retire after decades of service
to the Willard City Council and the Citizens of Willard City and,

WHEREAS, Gaylene Nebeker has worked in tandem with Teri Fellenz for more than
twenty years and has also determined she will retire in tandem with Teri Fellenz.

NOW THEREFORE, be it resolved by the Mayor and Willard City Council that Teri
Fellenz be congratulated and extended the gratitude of Willard City for her years of service to
Willard City; and

BE IT FURTHER RESOLVED that December 31, 2020, be proclaimed as Teri Fellenz
and Gaylene Nebeker Day in Willard City as a further expression of appreciation.

PASSED AND ADOPTED December 22, 2020, by a vote of _____ for and
_____ against.

Mayor

Attest:

City Recorder

RESOLUTION NO. 2020-26

A RESOLUTION OF THE WILLARD CITY COUNCIL HONORING GAYLENE NEBEKER FOR EXEMPLARY SERVICE AND PROCLAIMING DECEMBER 31, 2020, AS TERI FELLEZ AND GAYLENE NEBEKER DAY IN WILLARD CITY

WHEREAS, Gaylene Nebeker has been employed by Willard City since April 1, 1996; and

WHEREAS, Gaylene Nebeker has dedicated herself to serving the Citizens, neighbors and friends in Willard throughout her career as the City Recorder, office manager and multiple other responsibilities and duties; and

WHEREAS, Gaylene Nebeker's positive influence upon the citizens of Willard is immeasurable and will impact Willard City for good for many years to come; and

WHEREAS, Gaylene Nebeker has determined she will finally retire after decades of service to the Willard City and the Citizens of Willard City; and

WHEREAS, Gaylene Nebeker has worked in tandem with Teri Fellenz for more than twenty years and has also determined she will retire in tandem with Teri Fellenz.

NOW THEREFORE, be it resolved by the Mayor and Willard City Council that Gaylene Nebeker be congratulated and extended the gratitude of Willard City for her years of service to Willard City; and

BE IT FURTHER RESOLVED that December 31, 2020 be proclaimed as Teri Fellenz and Gaylene Nebeker Day in Willard City as a further expression of appreciation.

PASSED AND ADOPTED December 22, 2020, by a vote of _____ for and _____ against.

Mayor

Attest:

City Recorder

WILLARD CITY CORPORATION – CITY COUNCIL

The City Council of Willard City met in **Regular Meeting**, on December 10, 2020, at 6:30 p.m. in the Council Chambers of the Willard City Offices, located at 80 West 50 South, Willard, UT 84340.

Present: Kenneth Braegger, Mayor
John Seamons, Council Member
Josh Braegger, Council Member
Kaleb Kunzler, Council Member
Fred Ward, Council Member

Excused: Brad Robb, Council Member

Also Present: Chris Davis, City Manager
Colt Mund, City Attorney
Theron Fielding, Chief of Police
Bryce Wheelwright, City Planner
Doug Thompson, Public Works Supervisor
Teri Fellenz, City Recorder
Michelle Snarr

Others in Attendance: Shane Taggart, Jones & Associates, Fred Philpot, Lewis, Young, Robertson & Burningham, Diana Baker, Jon Fellenz, Bryan Bayles, Mark Mackley

Call to Order

Mayor Braegger called the meeting to order at 6:31 p.m.

- a. Invocation
The invocation was offered by Council Member Braegger.
- b. Pledge of Allegiance

Open Comment Period (Individuals have three minutes for open comments. If required, items may be referred to department heads for resolution. Items requiring action by the City Council will be placed on the agenda for a future meeting.)

There was no public comment forthcoming at this time.

Business

Ryan Child – Child Richards, CPA and Advisors, Presentation of the 2019-2020 Fiscal Year Audit

Mr. Ryan Child, Child Richards, CPA and Advisors, addressed the Mayor and the Council. He presented the Council with a copy of the Willard City Basic Financial Statements and Required Supplementary Information with Independent Auditor's Reports Year End June 30, 2020, (Auditor's Report, attached to the record herewith).

Mr. Child indicated the opinion letter would disclose any issues they had with the audit, and they did not have any issued. He noted that Mrs. Fellenz and Nebeker worked well with the firm to compete the audit. He went on to say they have a clean opinion of the audit, which is supported by evidence.

Mr. Child referred to page 11 of the report and discussed the balance sheet of the governmental funds. He noted there was 1.5 million in Total Assets and \$226,000 in Total Liability in the General Fund,

1 which included developer deposits. He went on to explain the Fund Balances; the non-spendable amount
2 was at \$2,653; the Class C Road Funds were at \$174,016; the Fire Protection was at \$15,667; and the
3 Unassigned was at \$391,815, which is a bit in the excess.

4
5 Mr. Child referenced page 51, Statement of Revenues, Expenditures and Changes in Fund Balance. He
6 pointed out the revenues and expenditures of the general fund original budget and final budget amounts.
7 He noted that sale taxes increased by \$70,000 over the previous year. He went on to say permits were
8 just under \$89,000, which was up \$39,000; fines were just over \$104,000, which was a decrease of
9 \$38,000. He noted that COVID played a role in that decrease. Finally, interest earnings were down due
10 to the rate reduction. Mr. Child reported that the actual total revenue was \$1,217,574, which was up
11 approximately \$40,000.

12
13 Mr. Child briefly discussed the expenditures by department. He noted that the actual amounts were
14 \$33,000 below budget. In addition, the city received \$62,232 CARES Act Funding. He pointed out that
15 the Utility Fund, Water and Sanitary Sewer, assets were at \$623,000.

16
17 Mr. Child addressed page 16, the Statement of Revenues, Expenses, Changes in Fund Net Position. He
18 explained the changes in the fund balance in the Water Operating Revenues fees were at \$403,040 and the fund
19 balance in the Sewer Operating Revenues fees were at \$511,440 which was a net difference of \$10,482 loss.
20 The Sewer allocation of the Operating Expenses was \$612,443 and depreciation was the largest expense.

21 Mr. Child briefly discussed the water tank; he noted that the money came in for the water tank in 2019 and went
22 out in 2020.

23 Mr. Child informed the Council there were two minor findings related to the Audit. The fund balance,
24 which he already discussed and the minutes need to be posted to Public Notice Website within three
25 days.

26
27 **Consideration of Resolution 2020-21 of the Willard City Council Appointing Child Richards,**
28 **CPAs and Advisors as the Willard City Treasurer and Approving a Retainer Agreement**

29 Mr. Davis addressed the Mayor and Council, and he indicated that when he, Mayor Braegger, Council Member Seamons
30 and Mrs. Fellenz meet with Mr. Child, they found out that Child Richards performed the duties of treasurer for multiple
31 entities. He went on to explain, they found out what Child Richards does for other local entities; and as the Council may
32 be aware, they have requirements from the State Auditor's office, and they have additional requirements for additional
33 reports they have to file with the state. It was thought That having a CPA involved would be an asset to the City.

34 Mr. Davis noted they had an agreement prepared for \$2,500 per month as a retainer fee for the treasurer's duties, which
35 would be less than hiring a City Treasurer. He went on to say, a resolution had been prepared that would appoint Childs
36 Richards CPAs and Advisors as the City Treasure, and the primary person would be Mr. Child.

37 Council Member Ward inquired if the firm would fulfill the requirements of the treasurer; i.e., items such as deposits. Mr.
38 Davis referred to Exhibit "A" of the proposed resolution and there are 14 different items they would be involved in, and
39 they could potential be involved in more. He went on to say initially they would spend more time because the City would
40 have a new recorder and deputy recorder, and they would need to get them up to speed. He said Child Richards expressed

WILLARD CITY CORPORATION – CITY COUNCIL

1 a willingness to do that and move ahead.

2 Discussion followed regarding the other entities that Child Richards served as treasurer for. It was noted that they are the
3 treasure for the following: West Haven, Plain City, Morgan, Fruit Heights, a number of special service districts.

4 Council Member Ward inquired if the City would we have to find a different auditor. Mr. Davis stated unfortunately, yes.

5 **Motion:** Council Member Seamons moved to adopt Resolution 2020-21 of the Willard City Council
6 Appointing Child Richards, CPAs and Advisors as the Willard City Treasurer and Approving a
7 Retainer Agreement. Council Member Kunzler seconded the motion. Council Members voting
8 aye: Kunzler, Seamons, Braegger, and Ward. Council Members voting nay: none. The motion
9 passed unanimously. Council Member Robb was not present for the vote.

10 **Annexation Study Presentation – Lewis, Young, Robertson & Burningham**

11
12 Mr. Fred Philpot, Lewis, Young, Robertson & Burningham, addressed the Mayor and the Council
13 regarding an annexation study for three proposed annexation areas and provided them with the
14 presentation material and the reports for each annexation area (presentation and reports attached to the
15 record herewith).

16
17 The three annexation areas discussed in the presentation were as follows: Blue Ox Development,
18 Willard Lands, and Valley Estates Development.

19
20 Mr. Philpot explained they do a comparison of the proposed annexations to see what the result would be
21 and how they would impact the city, other funded improvements and capital improvements.

22
23 Mr. Philpot reviewed the Blue Ox Development. It encompasses 144 acres, with an anticipated 294 units
24 over the next 15 to 17 years. The total assessed value of the Development at buildout is estimated at
25 \$51.8 million. The Development included a trail, improvements, open space and a water tank; the
26 improvements provided by the developer would be \$4 million.

27
28 Mr. Philpot went on to review the cost benefits of the development and summarized the total general
29 fund expenditures related to the provision of municipal services projected in the years 2025, 2030, 2035,
30 and 2040, as well as the 20-year cumulative total. In addition the three proposed annexation areas would
31 share the cost of 1.5 FTEs for police service and .5 FTEs for fire service.

32
33 Mr. Philpot indicated there would be additional revenue associated with the Blue Ox Development with
34 the gravel pit through the year 2040, which would be an additional \$1.2 million in net benefit. Mr.
35 Philpot cautioned the Council that with any study and impact fee study, it has to do with level of service
36 and existing level of service. He noted that services could be added above the existing service; however,
37 they are only looking at maintaining the level of service.

38
39 Mayor Braegger pointed out in 2025 there was no expansion in the fire and law enforcement. Mr.
40 Philpot explained it would take a while to get the FTE in place in the next five years. He went on to say
41 there would be a \$38,000 deficit and expense in the first five years and then it would take a while to
42 build up some additional revenue.

Discussion followed regarding Willard Land, LLC proposed annexation. The development encompasses 134 acres and is intended for residential home construction with an anticipated 264 units over the next seven to ten years. The total assessed value of the development at buildout is estimated at \$62 million. He noted that in addition, it would include \$1.3 million in public infrastructure. The net benefit to the city would be \$664,687.

Mr. Philpot addressed Valley Estates, LLC proposed annexation. The development encompasses 74 acres with an anticipated 224 units over three to six years. The total assessed value of the development buildout is estimated at \$43.3 million.

Mr. Philpot noted the primary driver for the development is sale tax revenue. He said that rooftops were the demand associated with necessary revenue to fund the services. He went on to say that now a city could capture online sales, which is a benefit to a lot of smaller communities.

Council Member Seamons pointed out that this particular land development has less assessed value and the product type is a bit different. Mr. Philpot explained when they try to match the products; high density is different than single-family units.

Mr. Philpot discussed the absorption rate. He said a lot of it is discussed with staff and the developer and how quick they think they can roll out the project and it takes a lot of people to discuss how that would happen. He went on discuss the booming growth in the mid 90's and how the recession hit. He said they do not anticipate that would happen again but it could. He stated by requiring the developer to install the infrastructure in the beginning it would help with that; in addition, the impact fees would help as well.

Council Member Ward inquired if a draw back to the development could be if the developer started the project and the economy slowed down, and if they were in the middle of the project, wouldn't the cost of the maintenance fall on the city? Mr. Philpot indicated that was correct; the operation and maintenance would fall on the city. It could result in a cost without the tax base to support it. He stated that was why phasing was important and it was something to be cautious of with high growth.

Mr. Davis asked the Council to review the reports; and if they had any concerns, they could adjust those and get those back to the Council.

Council Member Ward stated in 20 years from now, this (the study) may not be very close; it could be double or triple. He went on to say he would like to proceed cautiously and not take on more than the city could handle. Mr. Philpot said this was a projection of the future. They were looking at a proportion of reality and there was a margin of error.

Council Member Seamons inquired if the impact fees, which they are charging now, included in what was being presented. Mr. Philpot indicated they were not right as of now. He said they based it off of the capital facilities plan before there were discussions with the annexation area. It was suggested that the city may need to reevaluate the capital facilities plan.

1 Mr. Philpot explained if development like this was coming into the city, they needed to set the impact
2 fees proportionately. He went on to say they need to make sure they are not double charging
3 developments. He explained they could include additional improvements but not for the same
4 improvements. Discussion followed impact fees and how funds could be allocated for such.
5

6 Council Member Seamons questioned what metrics the city could use to determine if this was a good
7 thing or not for the city. Mr. Philpot stated that the cost benefits were intended to determine if the
8 development(s) were worth it or not; however, it is not the only determining factor.
9

10 Council Member Braegger inquired if this was a snap shot or does it inquired inflation and growth. Mr.
11 Philpot indicated that it does include long term averages of inflation and growth. He said one of the
12 main pressures on local government is inflation and basic expenditures. It is a variable that is hard to
13 calculate. He said that some communities control it by level of service.
14

15 Council Member Ward indicated the way he looked at it was as the tax base and the city were going to
16 get bigger. However, the city was there to provide services and there would be more people working for
17 the city. He stated the level of services would go up; but they are trying to maintain the current level of
18 service. He pointed out that in 2040 there would be other developments and changes that would happen
19 and there were a lot of other factors that would also happen that were not included in the analysis.
20

21 Mr. Philpot said they would appreciate the Council's review and feedback on the documents, and they
22 would continue to work on the capital facility plan.
23

24 **Public Hearing**

25 **To take public comment on a rezone request for Matt Francom, parcel number 02-046-0086, 432**
26 **N Main Street, from R1/2 to Commercial Neighborhood Zone**

27 Mayor Braegger called for a motion to open the public hearing for the rezone request for Matt Francom, parcel
28 number 02-046-0086, 432 North Main Street, from R1/2 to Commercial Neighborhood Zone.
29

30 **Motion:** Council Member Braegger moved to open the public hearing. Council Member Seamons
31 seconded the motion. Council Members voting aye: Kunzler, Seamons, Braegger, and Ward.
32 Council Members voting nay: none. The motion passed unanimously. Council Member Robb
33 was not present for the vote.
34

35 The public hearing opened at 7:21 p.m.
36

37 Mr. Wheelwright informed the Mayor and Council that Mr. Francom applied for a rezone for the purposed of a
38 welding business, which he is already in business as a welder. He went on to say the property is within the
39 City's future land use as commercial land use. Mr. Wheelwright noted that Mr. Francom still had some work to
40 do on the building side; however, he met all the requirements for the rezone.
41

42 **Motion:** Council Member Kunzler moved to close the public hearing. Council Member Ward seconded
43 the motion. Council Members voting aye: Kunzler, Seamons, Braegger, and Ward. Council

Members voting nay: none. The motion passed unanimously. Council Member Robb was not present for the vote.

The public hearing closed at 7:23 p.m.

Planning Commission

Consideration of Ordinance No. 2020-D An Ordinance Approving a Rezone Request for Matthew Francom – for the Property Located at 432 North Main – Parcel #02-046-0086 to Change the Zoning from R1/2 to Commercial Neighborhood Zone.

Motion: Council Member Seamons moved to adopt No. 2020-D An Ordinance Approving a Rezone Request for Matthew Francom – for the Property Located at 432 North Main – Parcel #02-046-0086 to Change the Zoning from R1/2 to Commercial Neighborhood Zone. Council Member Ward seconded the motion. Council Members voting aye: Kunzler, Seamons, Braegger, and Ward. Council Members voting nay: none. The motion passed unanimously. Council Member Robb was not present for the vote.

Discussion Regarding Proposed Development Agreement for Jared Erickson/Nilson Homes (Kunzler Property)

Mr. Davis informed the Council that the Planning Commission and City Council had previously reviewed this agreement and approval for a PUD. He noted that the property is still owned by Kunzler; however, there is a significant likelihood that it will change hands to Nilson Homes. He went on to say there would be a development agreement that would govern the development. He added that the agreement would be with Copius and transferred over to Nilson Homes.

Mr. Bryan Bayles was present to discuss the agenda item with the Council.

Council Member Ward referred to page 5, city owned property, and it indicated the city would be responsible only through the city's property. Mr. Bayles indicated that was correct, just through Harvest Hill.

Council Member Kunzler inquired how many acres were in the proposed development. Mr. Bayles indicated it encompassed 74.4 acres.

Council Member Ward referred to the water tank. He clarified that the city would provide the land for the tank and any easements to connect the water tank to existing water lines; however, would the city be allowed to go through private property to do that? He thought it was only in the developer's interest and not in the city's interest.

Mr. Bayles explained it would help the north end of the city; it would be a city owned tank, and the developer would be paying for the tank. Council Member Ward's opinion was the developer would also be responsible for all the piping to the tank. Mr. Bayles indicated that was one of the things that was in discussion.

WILLARD CITY CORPORATION – CITY COUNCIL

1 Council Member Kunzler stated that something was brought to his attention during planning
2 commission; does the actual density comply with the city's existing PUD ordinance? Mr. Bayles
3 indicated it did; the development had been approved previously. The issue now was how would they
4 move forward.

5
6 Council Member Ward said on all the development, the size of the waterline was needed to support each
7 unit, not just phase 1, 2 and 3. He inquired what type of infrastructure would be needed on the north end
8 of the city. In addition, would the developer be responsible for the waterline size they need and the size
9 of the tank?

10
11 Discussion followed regarding upsizing the size of the waterline for the requirements of the city's use. It
12 was explained that that any upsize of the waterline would be paid by the city (the overall difference).

13
14 Council Member Seamons referred to the 75 units that the developer would need in order to hit in order
15 to construct the water tank. He inquired if the City could provide 75 units of water. Council Member
16 Ward questioned if the 75 units included existing development. Mr. Davis indicated that it did. Council
17 Member Kunzler pointed out the city has some excess capacity in the area before it is upsized. Mayor
18 Braegger noted that the waterline size would have to be upsized at 200 West prior to the 75 homes being
19 built.

20
21 Council Member Ward indicated if the exiting water capacity could allow 75 units to be built, they
22 would have to be careful of what else was being built unless there was more capacity. Council Member
23 Kunzler pointed out once the city provided the capacity of the 75 units, they would be obligated to put in
24 the half-million water tank. Council Member Ward disagreed. He said the proposal indicated that
25 Willard City had the capacity of 75 units. He went on to say Doug Young had been approved and there
26 was also the Lemon development. The city cannot be dumping water when they do not have the water.

27
28 Council Member Kunzler stated that what they were reviewing was a proposal; do they have the
29 capacity today, not in five years. Is the city going to commit to 75 units today? Mayor Braegger added if
30 the Lemon's come in and it exceeds capacity, they will have to wait until there is capacity.

31
32 Mr. Bayles informed the Council that 75 units was an important number for them; they want enough
33 units to begin a community. They think it's a fair number. He went on to say, as they talked with Mr.
34 Davis, it was thought there was enough current capacity for the proposed units and the next day they
35 would begin the design of the water tanks. Finally, they would have the tank up and built by the time
36 they constructed the 75 units.

37
38 Discussion followed regarding the acquisition of property by the school district; however, there is
39 concern in regard to providing the infrastructure, sewer and water to the site. Mayor Braegger indicated
40 that he had a conversation with the Young's and they were going to try and get the school to move to
41 their development, but they indicated, in the pasts, they weren't interested in a location on the south end
42 of Willard; however, they were interested in the north end.

43
44 It was noted that 200 West was going to be pave. Mr. Bayles said he thought that would be a great thing
45 for them. He thought it was an important connection for the city. Mr. Davis added that one thing he and

Mr. Bayles discussed was the extension of 200 West, and it would not be similar to what Perry City built. However, Nilson Homes would upgrade the road to meet the same standards as Perry City with curb, gutter and sidewalk. As of now, there would be swells on either side of the road with a trail on the side. Mayor Braegger noted that 200 West would provide an opportunity to go to 750 North, and did not think they could have a better scenario with those three options.

Discussion on Requirements Regarding Mark Mackley Request for Sewer Service to Property Located in Perry City and Discussion Whether to Proceed

Mr. Davis explained Mr. Mackley had to leave the Council meeting to attend his council meeting in Perry, and he asked the agenda item be tabled until the next meeting.

Motion: Council Member Kunzler moved to table the agenda item until the next City Council meeting. Council Member Ward seconded the motion. Council Members voting aye: Kunzler, Seamons, Braegger, and Ward. Council Members voting nay: none. The motion passed unanimously. Council Member Robb was not present for the vote.

Approval of Minutes- November 12, 2020 meeting

Motion: Council Member Seamons moved to approve the Regular Meeting minutes of November 12, 2020, as presented. Council Member Braegger seconded the motion. Council Members voting aye: Kunzler, Seamons, Braegger, and Ward. Council Members voting nay: none. The motion passed unanimously. Council Member Robb was not present for the vote.

Financial

- 1) Warrants
- 2) Vouchers
- 3) Reports

The Warrants and Vouchers were presented to the Council for review. The items were reviewed individually.

Department Reports

Maintenance Department

Discussion and Possible Consideration of Upgrade of Lift Station SCADA (Materials \$15,400.00)

Mr. Doug Thompson addressed the Mayor and Council regarding an upgrade to the lift station SCADA. Mr. Thompson explained there is not currently a SCADA in the lift station. Mayor Braegger inquired if the previous idea was to piggy back onto the SCADA. He went on to inquired if it would monitor the elevation in the pump; would Mr. Thompson be able to control the SCADA remotely? Mr. Thompson indicated from what he understood, he could.

Mayor Braegger said he would like Rockwell Supply to come and present a proposal and what it would provide to the Council.

Police Department

Chief Fielding reported that officer Kara Mueller would be out of post on December 11, 2002, and out on patrol on her own by February.

Fire Department

WILLARD CITY CORPORATION – CITY COUNCIL

Mr. Davis discussed the purchase of a fire truck, which the city was outbid by \$10,000, and it was decided the fire truck was not worth that price. Mayor Braegger added that Chief Mund found another fire truck in Utah County, and he believes they are asking \$8,000; in addition he has some leads on other fire trucks as well.

Council members

Brad Robb - Council Member Robb was not present.

Josh Braegger – Council Member Braegger reported that they got the bids back on 300 West. He went on to explain that the Flood Control Board agreed to pay for the bottom part, and the city would pay for the asphalt. Mayor Braegger requested the dollar amount for the city to be able to pay for their portion out of Class C funds.

Council Member Braegger requested an update on the restrooms at the park. Mr. Wheelwright indicated the floors had been epoxied and the walls were sealed. He said he wanted to look at the drywall before it was mudded.

Council Member Braegger indicated that it had been brought to his attention there was a speeding issue on 200 West. He went on to say, earlier in the year Zeb Fifield had offered to pay for a sign, and the City told him someone would get back to him and no one did. Council Member Braegger thought it would be a good addition to the area. Staff indicated they would get in contact with Mr. Fifield.

Finally, it was inquired if the City got the Christmas items out. It was indicated the city was still working on that; there are issues with the IRS.

Fred Ward - Council Member Ward addressed the city's PUD ordinance, and it was his recollection in a discussion with the planning commission, they would try to repeal that ordinance. He went on to say, he would like the city to consider having that on their January agenda and have a public hearing.

Council Member Ward noted that he would also like the City Council to consider an ordinance for rentals. He would like to see the sewer and water bills go to the owner instead of the renter. Mrs. Fellenz explained that was the way it was currently; however, there are changes and updates that need to be made for it to be enforced. She informed the Council that Mrs. Nebeker has done an excellent job keeping up with that issue, and the city's only recourse is to take individuals to small claims court.

John Seamons – Council Member Seamons addressed the PUD ordinance, and he clarified if he had an assignment from the work session. Mayor Braegger noted that he had been asked to come up with an amendment to the city's current PUD ordinance.

Council Member Seamons indicated he worked on that item, and his method was to review other city's ordinances, i.e., West Haven, Brigham City, Farmington, which was a good one, and North and South Ogden. He went on to say the current ordinance covered the areas – lot sizes, density and open space. However, it doesn't address other key issues, i.e., traffic patterns, stages of development, the process of reaching a development agreement, land use, abandonment of a project and HOA issues. Council Member Seamons indicated what he "draft" was currently 18 pages long; however, he projects it should be six.

Mayor Braegger encouraged the Council to review the document and Mr. Davis will get the document to Mr. Mund. Council Member Seamons mentioned something the city does wrong was they use the PUD as if it was a zone, and it is not. It is an overlay, which overlays several zones.

Council Member Seamons pointed out Willard City only has three or four zoning designations; whereas,

WILLARD CITY CORPORATION – CITY COUNCIL

Perry City has 20. It was his opinion that Willard should have at least six to ten. He went on to say the reason he was so adamant about this issue was that he sees a train coming down the road, and he doesn't think they have a choice not to build. Council Member Kunzler added he thought they would be unwise not to get the ordinance in order.

Kaleb Kunzler - Council Member Kunzler had no items to report on at this time.

Mr. Davis introduced Michelle Snarr who would be replacing City Recorder Teri Fellenz. He went on to say they offered Gaylene Nebeker's position to Julie Chaudoin, and she will start next Thursday.

Mr. Davis added that the Council would not be meeting on December 24th, and he inquired if the Council would be open to meeting on Tuesday, December 22nd. The Council was in agreement to meet on December 22nd at 6:30 p.m.

Mayor's General Correspondence and Information

Mayor Braegger indicated that he and Council Member Ward had a discussion during the joint meeting with the planning commission regarding the possibility of a traffic moving corridor from 750 North to Center Street on the east side of the tracks. He went on to say when they get south into the Lemon property, it could go south, and he would like to look at the total package.

Mayor Braegger referred to the Corridor Preservation Fund, and he would like to make an application for that; he gave Mr. Wheelwright the assignment of putting together a logical application which needed to tie the property up. He added that it was grant process if the City was approved to purchase those right-of-ways.

Mr. Davis inquired if the city could do something to stripe the parking lot. He informed the Council they have identified five or six contractors, and they would like to see if they could get some bids to have the parking lot striped.

Adjourn

With no further business coming before the Council at this time, Council Member Seamons moved to adjourn the meeting. Council Member Ward seconded the motion. The meeting adjourned at 8:25 p.m.

Minutes were read individually and approved on: _____

Mayor

Recorder



jared@rockwell-supply.com

Phone: 801-633-6037

December 1, 2020

To: Willard City

Re: Willard, UT - Lift Station Controller/RTU Retrofit - 20193407

Attached is our proposal for equipment and services for the subject project based on your e-mail request of 7/29/19.

BILL OF MATERIALS

1. Control Panels

A. Qty 1 - Lift Station Controller/RTU (LSC) and radio furnished loose for installation into existing lift station enclosure provided by Sunrise Engineering. Unit will monitor 4-20 mA signal by others representing wet well level. Unit will monitor contact closure inputs representing lift pump, generator run and station alarm and status. Unit includes radio equipment compatible with the proposed radio system. Unit includes master station and iconcontrol updates to allow for monitoring of new lift station RTU. The following main items are included:

- A) 1 LSC Controller w/3/5" Monochrome Graphical Display, 24 DI, 16 DO, 2 AI
(1) I/O to be determined
- B) 1 MDS Transnet Spread Spectrum Radio Transceiver w/Wire Harness, Pigtail, and Lightning Arrestor
- C) AR Master station PLC and iconcontrol modifications
- D) Equipment For Field Installation By Others:
 - (1) 1 Antenna - 900 MHz - Yagi w/6 DB Gain
 - (2) 1 Coax Cable (Up to 50 Ft.) w/Connectors
 - (3) 1 Door Switch - Intrusion Detection

Note

- Existing power supplies (Proposed unit will operate on 10 to 30 VDC), level transmitters, relays, timers, terminals, etc.. shall be reused.
- Copy of existing control panel layout and wiring diagram is requested to allow for proper interface.

2. Services

- A. Engineering
- B. Drafting
- C. Programming - PLC and HMI
- D. Documentation
- E. Warranty Standard 1 Year
- F. Freight (FOB Shipping Point)

Total Price for the above materials is \$15,400.00

Install and Start-Up \$85.00 Per Hour as needed.

Clarifications/Notes:

We are planning on re-using the existing level transducer.

1. PRIMEX® requires a purchase order for all submittals for the amount quoted with "HOLD FOR APPROVAL" noted.
2. This proposal includes PRIMEX standard documentation package to include the following:
 - a. Schematics
 - b. Enclosure Layout
 - c. Basic Bill of Material
 - d. Cut Sheets/Data Sheets
 - e. Basic description of Operation.
3. Documentation package is provided electronically

4. PRIMEX quotations are based on factory estimated lead times at the time of quotation and can change without notice. PRIMEX does not accept responsibility for any delays in equipment delivery which are beyond our control. Expedited shipments may be available at additional cost and are at the discretion of the factories.
 - a. Allow 4 weeks after receipt of Purchase Order for Engineering submittals to be sent.
 - b. Allow 6 weeks for manufacturing and testing, after a formal release to production is received.
 - c. Allow 7 Days transit time to job site.
 - d. The above time estimates above DO NOT include time for ENGINEERS submittal review or equipment installation.
5. Proposed system is based on 900 Mhz radio frequency with RTU communicating directly back to the master station. No repeaters are proposed. An engineering based radio propagation study will be performed to determine radio path reliability. In the event a radio repeater is required, additional monies may be required.
6. The addition of this station RTU system as monitored by iconcontrol will add \$240.00 to annual iconcontrol service fee. This fee is not included in the above pricing.
7. Intrusion detection switches are standard magnetic type door switch. If special limit type switches are required, please advise.

Items specifically not included in this proposal

1. Sales or use tax
2. Installation of equipment and job site labor other than as specified
3. Receiving and storage of equipment on the job site
4. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list.
5. Performance, payment or equipment bond of any kind
6. Installation of any instruments
7. Field Terminations
8. Mounting of any control panels or hardware
9. Mounting stands, brackets, channel strut or field assemblies of any kind.
10. Permits or Bonding
11. Auxiliary Contacts From Existing Motor Starters or Valves.
12. Start Up
13. Training

Standard Terms and Conditions

Controlling Provisions: These terms and conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide (whether received by Seller prior or subsequent to the date hereof), and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.

Quotations and Acceptance: Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and acceptance of the Terms and conditions hereof. Written quotations shall expire on the date specified in the quotation or, in the absence of such specification, thirty calendar days from the date issued. Seller may, by written notice, terminate a quotation at any time prior to acceptance. Any purchase order received after expiration of a quotation, which Seller honors, shall be subject to all of the Terms and Conditions hereof.

Submittal Drawings: Submittal of drawings for approval, if required, will be made after receipt of complete information from Buyer. The quantity of the submittal drawing sets will be specified in the contract documents. Additional sets will be supplied at \$300.00 per set. Return to Seller of two (2) final approved drawing sets constitutes notice to Seller to proceed with manufacturing. If Buyer's order is conditioned upon "engineer approval" Seller requires written notification from Buyer in the form of approved submittal data.

Intellectual Property: All software to be developed, devices, designs (including drawings, plans, and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller shall remain the sole intellectual property of Seller. Following acceptance and final payment, Seller shall grant to the Buyer a non-transferable, non-exclusive license to use such material for the Buyer's internal purposes only.

Force Majeure: Seller shall not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damage suffered by the Buyer due to such delay or failure, when the delay or failure is, directly or indirectly, caused by or arises from delays of suppliers or carriers or any other cause beyond Seller's control.

Prices and Taxes: All projects prices are "F.O.B. Shipping Point, Freight Allowed to Jobsite" unless expressly stated otherwise. In other words, Seller shall pay for the freight to Buyer's project site; however Buyer shall bear all risk of loss while items are in transit. Non-project or replacement parts are shipped pre-paid and added to any service related invoices. Prices do not include sales, excise, municipal, state, or any other governmental taxes. Buyer shall be responsible for all taxes.

Credit Approval: The credit terms specified on the face hereof are subject to Seller's continuing approval of Buyer's credit. Seller may withdraw the extension of credit and require modified payment terms if, in Seller's sole judgement, Buyer's credit or financial standing is impaired to the point where Seller in good faith deems itself insecure.

Title, Risk of Loss, Inspection of Equipment: Title and risk of loss to the equipment shall pass to Buyer upon delivery of the equipment to the carrier. Buyer shall immediately inspect equipment upon receipt and any damage must be noted on the carrier's bill of lading at time of receipt. Seller is not liable for any shortages or nonconformance unless notified by Buyer within three (3) business days of Buyer's receipt of the equipment.

Changes, Cancellations, Returns: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation / return policies and subject to restocking fees and service charges. Authorized return equipment must be packaged and shipped prepaid to manufacturer.

Payment: Buyer shall pay Seller the full purchase price as set forth in Seller's documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by

Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2 % interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorney's fees) of collecting amounts due but unpaid.

Indemnification and Default: In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for collection costs or charges, including reasonable attorney fees, which Seller may incur in the collection of past due amounts from Buyer, including interest on overdue accounts. If Buyer is in default under this or any other agreement with Seller, Seller may defer performance hereunder until such default is cured. Seller shall have no obligation to provide factory startup assistance and or factory training until all invoices (including retentions) for equipment have been paid in full. Furthermore, Seller shall have no liability to Buyer to the extent Buyer damages, or any damages are suffered by, or claims are made against Buyer as a result of Buyer's negligence, willful misconduct, misrepresentation of any products or equipment, or failure to utilize products or equipment properly.

Security Interest: Seller shall retain a security interest in the equipment until the full purchase price has been paid. Buyer's failure to pay any amounts due shall give Seller the right to possession and removal of the equipment after providing ten (10) days written notice, Seller's taking possession shall be without prejudice to any other remedies Seller may have.

Warranty and Liability: Buyer shall have such warranty rights, and other such warranty rights, only as may be extended by the original manufacturer of the individual products. The terms and conditions of any such warranty rights are set forth in the Manufacturer's Operations / Maintenance Manual which accompanies each product. These Warranties do not cover anything considered an "Act of God", is so extraordinary and devoid of human agency that reasonable care would not avoid the consequences. Damages caused by tornadoes, lightning and subsequent utility power surges or variances, perils of the sea, extraordinary floods, fallen trees and severe ice storms are usually considered "Acts of God" does not otherwise offer any guaranty or warranty for the products or assemblies.

Seller disclaims any and all warranties, express or implied, including the warranties of merchantability and fitness, except as may be set forth in the terms and conditions of sale in this Agreement or in any express written warranty which Seller may have otherwise extended to Buyer. To the extent a limited warranty is extended from Seller it shall begin to run from the date of substantial use of the equipment or substantial completion of the project, whichever occurs sooner in time. All warranties shall be immediately voided if anyone other than a Seller's employee or authorized representative makes any changes, additions, deletions, or adjustments to the products, software and computers provided by Seller.

Seller shall not be liable for any damages, charges for labor, or expense in making repairs or adjustments to the product without prior written approval of Seller. Seller shall not be liable for any damages or charges sustained in the adaption or use of the engineering data or service by Buyer or any third party. Seller shall not be liable for start-up or any other field work performed by personnel other than authorized representatives of Seller unless expressly approved in writing in advance by Seller. Seller shall in no event be liable for any consequential, incidental or liquidated damages or penalties. Seller's liability under this Agreement shall in no event exceed the lesser of (i) the cost of remediating any defect or deficiency in the performance of Seller hereunder, or (ii) the purchase price of the product in respect of which the claim is made.

Operations / Maintenance Manuals: Buyer's installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation in contract documents. If none specified, one will be provided at no added cost, with additional copies at \$300.00 each.

Applicable Law and Forum: All disputes between Buyer and Seller shall be venued in Hennepin County District Court in the State of Minnesota. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by Minnesota Law.