



**EPHRAIM CITY COUNCIL
WORK MEETING AGENDA
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, December 7, 2022
5:30 PM**

Join Zoom Meeting

<https://us02web.zoom.us/j/87015283748?pwd=bU1lMkRnbTQvNVYwbkJSbTR6YUdXdz09>

CALL TO ORDER

ROLL CALL

I. Department Reports

II. Agenda Review

ADJOURNMENT

In Accordance with the Americans with Disabilities Act (ADA) this facility is wheelchair accessible and handicap parking is available. Request for accommodations and interpretive services must be made three (3) working days prior to the meeting. Please contact the city office at 283-4631 for information or assistance.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder / Authorized Agent, does hereby certify that the above notice and agenda was posted this 2nd day of December 2022. A copy was also provided to the local media and posted on the Utah State website.

CANDICE MAUDSLEY
EPHRAIM CITY RECORDER



**EPHRAIM CITY COUNCIL
REGULAR MEETING AGENDA**
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, December 7, 2022
6:00 PM

Today's meeting will be held in person in the Council Chambers and is open to the public. Members of the press and public are also invited to view this meeting live with Zoom.

To participate in the public comment period or any scheduled public hearings, please email candicem@ephraimcity.org before 3:00 PM on the day of the meeting.

Join Zoom Meeting 6:00 P.M.

<https://us02web.zoom.us/j/87015283748?pwd=bU1lMkRnbTQvNVYwbkJSbTR6YUdXdz09>

CALL TO ORDER

OPENING CEREMONY

The Ephraim City Council invites any community organization, church, or individual resident to present a thought, reading, or invocation in the opening ceremony portion of the public meeting. Those wishing to participate in an Opening Ceremony should contact the City Recorder by the Friday morning preceding the meeting. City Council meetings are held the first and third Wednesdays of each month.

ROLL CALL

PUBLIC COMMENT

Members of the public may address the City Council on matters not listed on the agenda. Those interested should fill out a public comments form to be given to the Mayor prior to the meeting. Each individual will have five minutes to address the Council and may submit documents outlining their issue. The Council cannot take legal action on public comment at this time. At the conclusion of each public comment, the Council may respond to criticism made by those who have addressed them, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded.

I. PRESENTATIONS

- A. Swearing-in of New Officer (Jesse Jones)**
- B. Power Presentation (Cory Daniels & Jon Knudsen)**

II. MOTION AGENDA

- A. Approval of the December 5, 2022, Warrant Register** Pages 5-14
- B. Approval of the November 16, 2022, Work and Regular City Council Meeting Minutes** Pages 15-20
- C. Review of bids for the new city culinary well #3, Ephraim Well and Pipeline Project, and selection/award of bid:** Pages 21-33
 - Review bids and authorize the signing of the Notice of Award, Agreement, and Notice to Proceed for the Ephraim Well and Pipeline Project (Bryan Kimball, Jeff Jensen, and Layne Jensen of Franson Engineers)
- D. Cooperative Agreement between Altitude Capital, LLC, Ephraim City, and UDOT regarding future 900 North Street** Page 34
 - An agreement between Ephraim City, UDOT, and Altitude Capital, LLC., supporting the construction of future 900 North
- E. Cancellation of the December 21, 2022, City Council Meeting**

III. Appointments and Council Reports

Discussion and possible action on the following items:

A. Appointments

B. Council Reports

1. City Council may report on meetings/events attended and issues discussed in meetings/events attended by a Councilmember in their official capacity as the City's representative.
2. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.
3. City Council report of upcoming meetings.
4. City Council request for agenda items to be placed on future Council Meeting agendas.

IV. City Manager Report

This is the City Manager's opportunity to give notice to the City Council of current

events impacting the City. Comments are intended to be informational only and no discussion, deliberation or decision will occur on this item.

V. CLOSED SESSION

The Council may vote to discuss matters in Closed Session pursuant to Utah Code annotated 52-4-5 and will determine if any action should be taken from items discussed during the Closed Session at that time.

ADJOURNMENT

From time to time, matters are discussed by the City Council that do not appear on the posted agenda. Items that require/request action taken by the City Council will appear in the posted agenda. Submitted Action Items for the Council agenda must be received by the City Recorder's office by the Friday prior to the Council meeting and should be accompanied by any and all supporting written documentation. Without such documentation, the recorder reserves the right to postpone the hearing of any item until such documentation has been submitted.

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Candice Maudsley,
EPHRAIM CITY RECORDER

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACE HARDWARE-EPHRAIM							
15783	ACE HARDWARE-EPHRAIM	2211	POLICE-UNIFORM-AAGARD	11/30/2022	218.99	.00	
15783	ACE HARDWARE-EPHRAIM	2211	POWER-EQUIP SUPP & MAINT	11/30/2022	45.98	.00	
15783	ACE HARDWARE-EPHRAIM	2211	STREETS-EQUIP SUPP & MAIN	11/30/2022	89.94	.00	
15783	ACE HARDWARE-EPHRAIM	2211	POLICE-GUARD SHACK-CAP O	11/30/2022	8.98	.00	
Total ACE HARDWARE-EPHRAIM:					363.89	.00	
ADAMS, CELESTE							
14671	ADAMS, CELESTE	2211	COURT-INTERPERTING-11-17-2	11/23/2022	150.00	.00	
Total ADAMS, CELESTE:					150.00	.00	
ALSCO							
325	ALSCO	2673667	GEN GOVT-CITY HALL MATS	11/23/2022	82.48	.00	
325	ALSCO	2673667	LIBRARY-CLEANING CLOTHS	11/23/2022	18.63	.00	
325	ALSCO	2673668	SENIOR CENTER-INDOOR & O	11/23/2022	70.07	.00	
Total ALSCO:					171.18	.00	
ARNOLDSEN, JULI							
11946	ARNOLDSEN, JULI	2212	EYCC-HALLOWEEN EXPENSE-	12/02/2022	154.95	.00	
Total ARNOLDSEN, JULI:					154.95	.00	
AUTO ZONE							
13207	AUTO ZONE	0876529641	STREETS-WIPER BLADES	11/09/2022	37.04	.00	
13207	AUTO ZONE	0876529659	WATER-WIPER BLADES	11/09/2022	13.22	.00	
13207	AUTO ZONE	0876529659	SEWER-WIPER BLADES	11/09/2022	13.23	.00	
13207	AUTO ZONE	0876529659	STREETS-WIPER BLADES	11/09/2022	13.23	.00	
Total AUTO ZONE:					76.72	.00	
BAKER & TAYLOR							
14658	BAKER & TAYLOR	2037136829	LIBRARY-BOOKS, MAGAZINES,	11/04/2022	71.44	.00	
14658	BAKER & TAYLOR	2037158686	LIBRARY-BOOKS, MAGAZINES,	11/15/2022	16.65	.00	
Total BAKER & TAYLOR:					88.09	.00	
BELL, JESSE & CHANTELLE							
15512	BELL, JESSE & CHANTELLE	2211	ELECTRIC-UTILITY DEPOSIT R refund	11/17/2022	18.75	.00	
Total BELL, JESSE & CHANTELLE:					18.75	.00	
CENTRAL UTAH PUBLIC HEALTH DEPT							
13509	CENTRAL UTAH PUBLIC HEALT	2210	WATER-WATER QUALITY TEST	11/30/2022	140.00	.00	
Total CENTRAL UTAH PUBLIC HEALTH DEPT:					140.00	.00	
CHARLEE'S COMFORT KITCHEN							
15960	CHARLEE'S COMFORT KITCHEN	12.3.22	LIGHT PARADE-REFRESHMENT	12/03/2022	500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CHARLEE'S COMFORT KITCHEN:					500.00	.00	
CHEMTECH-FORD, INC.							
15954	CHEMTECH-FORD, INC.	22K0830	SEWER-EPHRAIM INFLOW, PO	11/16/2022	70.00	.00	
Total CHEMTECH-FORD, INC.:					70.00	.00	
CHRISTENSEN READY MIX, INC.							
1590	CHRISTENSEN READY MIX, INC	22-30562	RAP TAX EXPENSE-ROAD BASE <i>Pioneer Bathroom</i>	10/31/2022	456.68	.00	
Total CHRISTENSEN READY MIX, INC.:					456.68	.00	
CIVICPLUS, LLC							
14487	CIVICPLUS, LLC	247161	GEN GOVT-SELF PUB SOFTWA	11/21/2022	2,200.00	.00	
Total CIVICPLUS, LLC:					2,200.00	.00	
CREATIVE PRODUCT SOURCING, INC							
11622	CREATIVE PRODUCT SOURCIN	149029	POLICE-DARE SUPPLIES	11/09/2022	79.20	.00	
Total CREATIVE PRODUCT SOURCING, INC:					79.20	.00	
DANIELS, CORY							
2075	DANIELS, CORY	2211A	POWER-MEALS-UAMPS ANNUA	11/18/2022	50.00	50.00	11/28/2022
2075	DANIELS, CORY	2211B	POWER-REIMBURSE HOTEL, P	11/18/2022	169.90	169.90	11/28/2022
Total DANIELS, CORY:					219.90	219.90	
DELL MARKETING L.P.							
2194	DELL MARKETING L.P.	10631351435	GEN GOVT-COMP HDWR-MAIN <i>office monitors</i>	11/22/2022	1,060.00	.00	
Total DELL MARKETING L.P.:					1,060.00	.00	
DESERET BOOK							
11963	DESERET BOOK	4979933	LIBRARY-BOOKS	11/14/2022	115.93	.00	
11963	DESERET BOOK	4980607	LIBRARY-BOOKS	11/18/2022	12.79	.00	
Total DESERET BOOK:					128.72	.00	
DOMINION ENERGY							
6745	DOMINION ENERGY	2210A	SENIOR CENTER-GAS	11/01/2022	25.29	.00	
Total DOMINION ENERGY:					25.29	.00	
DYE, AMY							
14503	DYE, AMY	2211	ELECTRIC-UTILITY DEPOSIT R	11/17/2022	42.06	.00	
Total DYE, AMY:					42.06	.00	
ELM USA, INC.							
14653	ELM USA, INC.	53854	LIBRARY-EQUIP SUPP & MAINT-	11/14/2022	67.94	.00	
Total ELM USA, INC.:					67.94	.00	
EPHRAIM AUTO PARTS-NAPA							
2660	EPHRAIM AUTO PARTS-NAPA	2212A	STREETS-AUTO PARTS	12/05/2022	118.05	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2212A	WATER-AUTO PARTS	12/05/2022	118.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2660	EPHRAIM AUTO PARTS-NAPA	2212A	SEWER-AUTO PARTS	12/05/2022	118.05	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2212A	POLICE-AUTO PARTS	12/05/2022	59.03	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2212A	POWER-AUTO PARTS	12/05/2022	177.07	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2212A	POLICE-AUTO PARTS	12/05/2022	311.21	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2212A	POWER-AUTO PARTS	12/05/2022	36.97	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2212A	CEM-AUTO PARTS	12/05/2022	9.02	.00	
Total EPHRAIM AUTO PARTS-NAPA:					947.45	.00	
EPHRAIM CITY CORP.							
2670	EPHRAIM CITY CORP.	2211A	UTIL-AIRPORT-AWOS-6312001	12/02/2022	16.45	.00	
2670	EPHRAIM CITY CORP.	2211B	UTIL-AIRPORT-N HANGAR-5228	12/02/2022	36.95	.00	
2670	EPHRAIM CITY CORP.	2211C	UTIL-AIRPORT-SO-5226001	12/02/2022	162.52	.00	
2670	EPHRAIM CITY CORP.	2211D	UTIL-AIRPORT-LOUNGE-522400	12/02/2022	123.25	.00	
2670	EPHRAIM CITY CORP.	2211E	GEN GOVT BLDG-UTILITIES-HA	12/02/2022	43.60	.00	
2670	EPHRAIM CITY CORP.	2212F	UTIL-SENIOR CENTER-9144001	12/05/2022	496.77	.00	
2670	EPHRAIM CITY CORP.	2212G	UTIL-SENIOR CENTER-SHED-9	12/05/2022	20.45	.00	
Total EPHRAIM CITY CORP.:					899.99	.00	
FERGUSON GROUP, THE							
14298	FERGUSON GROUP, THE	0123132	WATER-PROF SERV-JAN	12/02/2022	5,000.00	.00	
14298	FERGUSON GROUP, THE	1022526	ADMIN-PROF SERV	10/31/2022	66.25	.00	
Total FERGUSON GROUP, THE:					5,066.25	.00	
FRANSON CIVIL ENGINEERS INC.							
13649	FRANSON CIVIL ENGINEERS IN	07781	WATER-NORTH WELL #3-ARPA	11/10/2022	18,991.50	.00	
13649	FRANSON CIVIL ENGINEERS IN	07811	WATER-NORTH WELL #3-ARPA	11/30/2022	13,464.15	.00	
Total FRANSON CIVIL ENGINEERS INC.:					32,455.65	.00	
GALVIS, IVAN S.							
15956	GALVIS, IVAN S.	2211	ELECTRIC-UTILITY DEPOSIT R	01/11/1982	81.59	.00	
Total GALVIS, IVAN S.:					81.59	.00	
GENEVA HYDRAULICS							
3113	GENEVA HYDRAULICS	59855	POWER-HYDRO MAINT-MATSON FLAT	11/09/2022	703.51	.00	
Total GENEVA HYDRAULICS:					703.51	.00	
HERMANSEN, JEFF							
3522	HERMANSEN, JEFF	2212	FIRE-HOLIDAY DECOR-REIMB	12/02/2022	90.94	.00	
Total HERMANSEN, JEFF:					90.94	.00	
HOUSE OF SUDS CAR WASH II, LLC							
3697	HOUSE OF SUDS CAR WASH II,	34	POLICE-CAR WASH CARDS	11/23/2022	200.00	.00	
Total HOUSE OF SUDS CAR WASH II, LLC:					200.00	.00	
I-FOUR MEDIA LLC							
3810	I-FOUR MEDIA LLC	24967	POLICE-NEW VEH GRAPHICS	11/28/2022	395.00	.00	
3810	I-FOUR MEDIA LLC	24972	POLICE-UNIFORM-HOODIE	11/29/2022	67.98	.00	
Total I-FOUR MEDIA LLC:					462.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
INTERSTATE BILLING SERVICES							
13038	INTERSTATE BILLING SERVICE	3029871431	STREETS-MODULE KIT FLIP OUT <i>Arm</i>	10/24/2022	119.55	.00	
Total INTERSTATE BILLING SERVICES:					119.55	.00	
INTOXIMETERS, INC.							
15959	INTOXIMETERS, INC.	720270	POLICE-MOUTHPIECE FST	11/09/2022	115.00	.00	
Total INTOXIMETERS, INC.:					115.00	.00	
JACK'S TIRE & OIL							
4037	JACK'S TIRE & OIL	22-0312930-01	FIRE-VEHICLE TIRES	11/28/2022	810.40	.00	
Total JACK'S TIRE & OIL:					810.40	.00	
JONES & DEMILLE ENGINEERING							
4275	JONES & DEMILLE ENGINEERI	0129392	COM DEV-DISC GOLF PROPER	11/15/2022	600.00	.00	
Total JONES & DEMILLE ENGINEERING:					600.00	.00	
KEEN IMPRESSIONS							
14477	KEEN IMPRESSIONS	HT-DA-4810	POLICE-SHOP WITH A COP-TSH <i>Tshirts</i>	11/22/2022	606.86	.00	
Total KEEN IMPRESSIONS:					606.86	.00	
KEGERREIS, KELSEY							
15953	KEGERREIS, KELSEY	2211	ELECTRIC-UTILITY DEPOSIT R	11/17/2022	67.31	.00	
Total KEGERREIS, KELSEY:					67.31	.00	
L N CURTIS & SONS							
4560	L N CURTIS & SONS	INV648696	FIRE-CAIRNS HELMETS	11/08/2022	1,335.68	.00	
4560	L N CURTIS & SONS	INV652155	FIRE-MULTI-GAS DETECTOR	11/21/2022	839.11	.00	
Total L N CURTIS & SONS:					2,174.79	.00	
LARSON & COMPANY, PC							
4725	LARSON & COMPANY, PC	22469289	FINANCE-AUDIT	11/15/2022	20,600.00	.00	
4725	LARSON & COMPANY, PC	22469289	FINANCE-SINGLE AUDIT	11/15/2022	4,000.00	.00	
Total LARSON & COMPANY, PC:					24,600.00	.00	
LARSON, TAMI L.							
15944	LARSON, TAMI L.	2211	COURT-COURT CLERK SERVIC	11/18/2022	45.00	.00	
Total LARSON, TAMI L.:					45.00	.00	
LATU, RAGENA							
15958	LATU, RAGENA	2211	COMM DEVT-RD & STREET IMP <i>Impact Overpayments</i>	11/23/2022	2,393.00	2,393.00	11/28/2022
Total LATU, RAGENA:					2,393.00	2,393.00	
LES OLSON COMPANY							
4800	LES OLSON COMPANY	EA1208402	GEN GOVT-EQUIP SUPP & MAI	11/10/2022	104.67	.00	
4800	LES OLSON COMPANY	EA1208402	COMM DEVT-EQUIP SUPP & MA	11/10/2022	.24	.00	
4800	LES OLSON COMPANY	EA1208402	FINANCE-EQUIP SUPP & MAINT	11/10/2022	6.82	.00	
4800	LES OLSON COMPANY	EA1208402	LIBRARY-EQUIP SUPP & MAINT-	11/10/2022	130.25	.00	
4800	LES OLSON COMPANY	EA1208402	POLICE-EQUIP SUPP & MAINT-	11/10/2022	17.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4800	LES OLSON COMPANY	EA1208402	REC-EQUIP SUPP & MAINT-CO	11/10/2022	27.19	.00	
Total LES OLSON COMPANY:					286.66	.00	
MADSEN, BROOKE DAWN							
15961	MADSEN, BROOKE DAWN	0018	POLICE-SRO-DARE SHIRTS	11/22/2022	787.50	.00	
Total MADSEN, BROOKE DAWN:					787.50	.00	
MANTI TELEPHONE COMPANY							
5165	MANTI TELEPHONE COMPANY	2211	GEN GOVT-CITY PHONES	12/01/2022	1,775.00	.00	
5165	MANTI TELEPHONE COMPANY	2211	POWER-PHONE	12/01/2022	201.95	.00	
5165	MANTI TELEPHONE COMPANY	2211	SEWER-PHONE	12/01/2022	93.05	.00	
5165	MANTI TELEPHONE COMPANY	2211	LIBRARY-PHONE	12/01/2022	166.37	.00	
5165	MANTI TELEPHONE COMPANY	2211	FIRE-PHONE	12/01/2022	50.41	.00	
5165	MANTI TELEPHONE COMPANY	2211	POLICE-PHONES	12/01/2022	107.92	.00	
5165	MANTI TELEPHONE COMPANY	2211	SENIOR CENTER-PHONE, INTE	12/01/2022	72.54	.00	
5165	MANTI TELEPHONE COMPANY	2211	AIRPORT-PHONE	12/01/2022	140.94	.00	
5165	MANTI TELEPHONE COMPANY	2211	WATER-WELL PHONE & WATER	12/01/2022	168.03	.00	
5165	MANTI TELEPHONE COMPANY	2211	POWER-SCADA	12/01/2022	1,517.56	.00	
Total MANTI TELEPHONE COMPANY:					4,293.77	.00	
MARTINEZ, FLOR							
15952	MARTINEZ, FLOR	2211	SENIOR CENTER-SECURITY DE P	11/15/2022	40.00	40.00	11/15/2022
Total MARTINEZ, FLOR:					40.00	40.00	
MASON, MARLIN							
5255	MASON, MARLIN	93179	CONTRACT FOR COMPUTERS	12/01/2022	3,000.00	.00	
Total MASON, MARLIN:					3,000.00	.00	
MAUDSLEY, CANDICE							
13239	MAUDSLEY, CANDICE	2212	ADMIN-MILES-SCURA LUNCH-R reimb	12/01/2022	59.36	.00	
Total MAUDSLEY, CANDICE:					59.36	.00	
MICROMARKETING LLC							
5450	MICROMARKETING LLC	906462	LIBRARY-BOOKS	11/15/2022	14.39	.00	
5450	MICROMARKETING LLC	906793	LIBRARY-BOOKS	11/16/2022	46.75	.00	
5450	MICROMARKETING LLC	907009	LIBRARY-BOOKS	11/21/2022	19.99	.00	
5450	MICROMARKETING LLC	907055	LIBRARY-BOOKS	11/21/2022	400.97	.00	
5450	MICROMARKETING LLC	907437	LIBRARY-BOOKS	11/28/2022	37.99	.00	
5450	MICROMARKETING LLC	907499	LIBRARY-BOOKS	11/28/2022	240.68	.00	
5450	MICROMARKETING LLC	908140	LIBRARY-BOOKS	12/06/2022	19.98	.00	
5450	MICROMARKETING LLC	909006	LIBRARY-BOOKS	11/21/2022	106.36	.00	
Total MICROMARKETING LLC:					887.11	.00	
MOTOROLA SOLUTIONS, INC							
5620	MOTOROLA SOLUTIONS, INC	1411000293	POL-DATA STORAGE BODY CA	05/20/2022	411.79	.00	
5620	MOTOROLA SOLUTIONS, INC	1411000293 C	POL-DATA STORAGE BODY CA	05/20/2022	353.88-	.00	
5620	MOTOROLA SOLUTIONS, INC	1411001111	POL-DATA STORAGE BODY CA	09/21/2022	157.62	.00	
5620	MOTOROLA SOLUTIONS, INC	1411001228	POL-DATA STORAGE BODY CA	09/22/2022	104.40	.00	
5620	MOTOROLA SOLUTIONS, INC	1411001318	POL-ANNUAL SOFTWARE & HO	09/28/2022	495.00	.00	
5620	MOTOROLA SOLUTIONS, INC	1411001477	POL-DATA STORAGE BODY CA	10/20/2022	113.28	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MOTOROLA SOLUTIONS, INC:					928.21	.00	
NIGRO, TAMMY							
15957	NIGRO, TAMMY	2211	ELECTRIC-UTILITY DEPOSIT R refund	11/18/2022	102.45	.00	
Total NIGRO, TAMMY:					102.45	.00	
NORTH SANPETE DISPOSAL							
5945	NORTH SANPETE DISPOSAL	82328	CITY HALL DUMPST SERV-OCT	11/08/2022	81.18	.00	
5945	NORTH SANPETE DISPOSAL	82328	STREETS-DUMPSTER-OCT	11/08/2022	32.47	.00	
5945	NORTH SANPETE DISPOSAL	82328	POWER-DUMPSTER-OCT	11/08/2022	32.47	.00	
Total NORTH SANPETE DISPOSAL:					146.12	.00	
OFFICE DEPOT							
5990	OFFICE DEPOT	267281170001	ADMIN-WRONG COPY PAPER-C	09/20/2022	150.16-	.00	
5990	OFFICE DEPOT	273278210001	ADMIN-CORR TAPE, POST-ITS,	11/11/2022	39.93	.00	
5990	OFFICE DEPOT	273292270001	ADMIN-MOVING CABLES	11/10/2022	22.94	.00	
5990	OFFICE DEPOT	275912799001	ADMIN-ZIP TIES	11/16/2022	10.91	.00	
5990	OFFICE DEPOT	275938889001	ADMIN-COPY PAPER, BOWLS	11/16/2022	135.49	.00	
Total OFFICE DEPOT:					59.11	.00	
PEHP							
12697	PEHP	0123911310	POWER-LTD-JASON LARSEN	11/15/2022	696.19	.00	
Total PEHP:					696.19	.00	
PETERSON, ARRIN							
15433	PETERSON, ARRIN	2212	REC-BASKETBALL-REFUND-CL	12/05/2022	51.00	.00	
Total PETERSON, ARRIN:					51.00	.00	
QUEST FINANCIAL SERVICES, INC.							
6740	QUEST FINANCIAL SERVICES, I	2211	FINANCE-CITY ACCOUNTING	11/15/2022	1,150.00	.00	
Total QUEST FINANCIAL SERVICES, INC.:					1,150.00	.00	
RASMUSSEN, DILLON							
12517	RASMUSSEN, DILLON	2211	POLICE-MILES-COURT	11/29/2022	76.00	.00	
Total RASMUSSEN, DILLON:					76.00	.00	
SALT LAKE COMMUNITY COLLEGE							
12606	SALT LAKE COMMUNITY COLLEGE	23-796	POWER-TRAINING-CHRISTIANS Christiansen	12/05/2022	2,983.00	.00	
Total SALT LAKE COMMUNITY COLLEGE:					2,983.00	.00	
SCHOLZEN PRODUCTS CO INC							
7505	SCHOLZEN PRODUCTS CO INC	3039561-00	WATER-CYLINDER MONTHLY R	11/18/2022	84.00	.00	
7505	SCHOLZEN PRODUCTS CO INC	6699835-00	WATER-VALVE BOX RISERS	11/07/2022	137.50	.00	
Total SCHOLZEN PRODUCTS CO INC:					221.50	.00	
SCORE							
15136	SCORE	6757041	REC-FOOTBALL-JERSEYS	09/26/2022	1,226.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SCORE:					1,226.98	.00	
SCOTTORN, MIKE							
15459	SCOTTORN, MIKE	2211	REC-REIMB FOR FOOTBALL EX expenses	11/18/2022	30.00	.00	
Total SCOTTORN, MIKE:					30.00	.00	
SKYLINE BUILDERS SUPPLY							
7745	SKYLINE BUILDERS SUPPLY	166768	POLICE-CAP OUTLAY-CROSSIN	11/21/2022	180.90	.00	
7745	SKYLINE BUILDERS SUPPLY	166787	POLICE-CAP OUTLAY-CROSSIN	11/21/2022	33.96	.00	
7745	SKYLINE BUILDERS SUPPLY	166830	POLICE-CAP OUTLAY-CROSSIN	11/22/2022	72.80	.00	
7745	SKYLINE BUILDERS SUPPLY	166883	POLICE-CAP OUTLAY-CROSSIN	11/28/2022	9.36	.00	
Total SKYLINE BUILDERS SUPPLY:					297.02	.00	
SOUTHWEST PLUMBING SUPPLY							
7990	SOUTHWEST PLUMBING SUPP	S4337794.001	PARKS-PIONEER PARK BATHR	11/07/2022	34.49	.00	
7990	SOUTHWEST PLUMBING SUPP	S4363114.001	SENIOR CENTER-GLUE AND CL	11/29/2022	14.88	.00	
7990	SOUTHWEST PLUMBING SUPP	S4364197.001	SENIOR CENTER-STAINLESS S	11/30/2022	8.61	.00	
7990	SOUTHWEST PLUMBING SUPP	S4365374.001	SENIOR CENTER-TOILET REPAI	12/01/2022	5.90	.00	
Total SOUTHWEST PLUMBING SUPPLY:					63.88	.00	
STAKER & PARSON COMPANIES							
11727	STAKER & PARSON COMPANIE	800856-3	STREETS-PAVING & CHIPPING	09/20/2022	100,775.99	.00	
11727	STAKER & PARSON COMPANIE	800856-R	STREETS-CHIPPING & PAVING	10/12/2022	32,000.00-	.00	
Total STAKER & PARSON COMPANIES:					68,775.99	.00	
STONE, WILLIAM							
15955	STONE, WILLIAM	2211	REC-REIMB FOR PARTIAL FOOT- ball expenses	11/18/2022	30.00	.00	
Total STONE, WILLIAM:					30.00	.00	
SUNRISE ENVIRONMENTAL							
8361	SUNRISE ENVIRONMENTAL	134964	POWER-PAPER TOWELS, BAGS	11/11/2022	304.01	.00	
Total SUNRISE ENVIRONMENTAL:					304.01	.00	
TASTE OF HOME-TRUSTED MEDIA BRANDS							
8470	TASTE OF HOME-TRUSTED ME	01107	LIBRARY-TOH ANNUAL	10/31/2022	38.41	.00	
Total TASTE OF HOME-TRUSTED MEDIA BRANDS:					38.41	.00	
TRACTOR SUPPLY CREDIT PLAN							
14414	TRACTOR SUPPLY CREDIT PLA	2211	POWER-SADDLE/PADDLE, TOO	11/29/2022	466.97	.00	
Total TRACTOR SUPPLY CREDIT PLAN:					466.97	.00	
UAMPS							
8920	UAMPS	2210	POWER-POWER BILL-OCT	11/22/2022	203,992.39	203,992.39	11/28/2022
Total UAMPS:					203,992.39	203,992.39	
USDA FOREST SERVICE							
9050	USDA FOREST SERVICE	BF041001AD0	WATER-TRANS PIPELINE/FED L	11/15/2022	166.71	.00	
9050	USDA FOREST SERVICE	BF041001AD0	WATER-TRANS PIPELINE	11/15/2022	270.54	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total USDA FOREST SERVICE:					437.25	.00	
UTAH DEPT OF GOVT OPERATIONS							
8175	UTAH DEPT OF GOVT OPERATI	2211A	LOAN #:191A-SEWER LAGOON-	11/01/2022	81,000.00	.00	
8175	UTAH DEPT OF GOVT OPERATI	2211B	LOAN #:191A-SEWER LAGOON-	11/01/2022	43,565.76	.00	
8175	UTAH DEPT OF GOVT OPERATI	2211C	LOAN #:191B-SEWER LAGOON-	11/01/2022	82,000.00	.00	
8175	UTAH DEPT OF GOVT OPERATI	2211D	LOAN #:191B-SEWER LAGOON-	11/01/2022	2,400.01	.00	
Total UTAH DEPT OF GOVT OPERATIONS:					208,965.77	.00	
UTAH LOCAL GOVERNMENTS TRUST							
9235	UTAH LOCAL GOVERNMENTS T	1603032	POWER-AUTO PREMIUM-30646	11/10/2022	224.07	.00	
9235	UTAH LOCAL GOVERNMENTS T	1603032	REC-AUTO PREMIUM-691310	11/10/2022	237.42	.00	
9235	UTAH LOCAL GOVERNMENTS T	1603034	PARKS-PROPERTY PREMIUM-A	11/10/2022	179.67	.00	
9235	UTAH LOCAL GOVERNMENTS T	1603035	WORKERS COMP-MONTHLY FE	11/10/2022	2,685.84	.00	
Total UTAH LOCAL GOVERNMENTS TRUST:					3,327.00	.00	
UTAH STATE TREASURER							
9335	UTAH STATE TREASURER	2211	COURT-STATE SURCHARGE	11/30/2022	4,164.73	.00	
Total UTAH STATE TREASURER:					4,164.73	.00	
VERIZON WIRELESS							
9480	VERIZON WIRELESS	9919996150	POLICE-PHONES	11/07/2022	448.46	448.46	11/28/2022
9480	VERIZON WIRELESS	9919996150	STREETS-PHONES	11/07/2022	147.24	147.24	11/28/2022
9480	VERIZON WIRELESS	9919996150	WATER-PHONES	11/07/2022	167.29	167.29	11/28/2022
9480	VERIZON WIRELESS	9919996150	SEWER-PHONES	11/07/2022	147.25	147.25	11/28/2022
9480	VERIZON WIRELESS	9919996150	COURT-PHONES	11/07/2022	53.08	53.08	11/28/2022
9480	VERIZON WIRELESS	9919996150	ADMIN-PHONE	11/07/2022	52.36	52.36	11/28/2022
9480	VERIZON WIRELESS	9919996150	COMM DEVT-PHONES	11/07/2022	145.45	145.45	11/28/2022
9480	VERIZON WIRELESS	9919996150	FIRE-PHONE	11/07/2022	40.07	40.07	11/28/2022
9480	VERIZON WIRELESS	9919996150	REC- PHONES	11/07/2022	77.58	77.58	11/28/2022
9480	VERIZON WIRELESS	9919996150	POWER-PHONES	11/07/2022	164.79	164.79	11/28/2022
Total VERIZON WIRELESS:					1,443.57	1,443.57	
WALMART							
9540	WALMART	1645375038	COMMUNITY EVENTS	11/24/2022	244.26	.00	
9540	WALMART	1645375038	REC-FOOTBALL	11/24/2022	28.57	.00	
9540	WALMART	1645375038	REC-VOLLEYBALL	11/24/2022	28.57	.00	
9540	WALMART	1645375038	LIBRARY-SPECIAL PROGRAMS	11/24/2022	116.98	.00	
9540	WALMART	1645375038	SENIOR CENTER	11/24/2022	199.35	.00	
Total WALMART:					617.73	.00	
ZIONS BANK - BANKCARD CENTER							
9942	ZIONS BANK - BANKCARD CEN	2211	AIR-EPH CITY-TEST CHARGE	11/24/2022	.06	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	ADMIN-FAIRFIELD MOAB-CIB M	11/24/2022	173.82	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	ADMIN-BEST WESTERN-UCMA	11/24/2022	110.57	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POWER-CITY CREEK PARKING	11/24/2022	29.00	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	AN CTRL-GUNNISON VALLEY-E	11/24/2022	67.94	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	FIN-SLC MARRIOTT-CRITSER-C	11/24/2022	473.00	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	P&Z-HOLIDAY INN-MOAB-CIB M	11/24/2022	173.59	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	LIB-USPS-MAIL BOOKS	11/24/2022	16.50	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	LIB-USPS-MAIL BOOKS	11/24/2022	4.16	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	LIB-DOLLAR TREE-PROG SUPP	11/24/2022	4.54	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
9942	ZIONS BANK - BANKCARD CEN	2211	COMM EVTS-DOLLAR TREE-EV	11/24/2022	18.68	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	REC-WALMART-VOLLEYBALL M	11/24/2022	26.74	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	REC-LITTLE CAESARS-VBALL	11/24/2022	97.90	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	REC-LITTLE CAESARS-VBALL	11/24/2022	34.35	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	REC-LITTLE CAESARS-FOOTBA	11/24/2022	34.36	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	SR CTR-SIMPLISAFE-SECURIT	11/24/2022	27.99	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	REC-URPA-MEMBERSHIP	11/24/2022	130.00	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	LIB-AMAZON-EVENT SUPP-GRA	11/24/2022	7.99	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	LIB-AMAZON-DINO EVTS-PBS G	11/24/2022	19.99	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	LIB-AMAZON-BINDING KIT	11/24/2022	99.90	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-KITCHEN SUPP	11/24/2022	17.51	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	ADMIN-AMAZON-AA BATTERIES	11/24/2022	22.40	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-KITCHEN & OFF	11/24/2022	74.53	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-NAME PLATE	11/24/2022	17.92	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-SAFETY TAPE	11/24/2022	87.96	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-EQUIP SUPP	11/24/2022	47.60	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	COURT-AMAZON-NOSE PLUGS	11/24/2022	12.99	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	COMM EVTS-AMAZON-EVENT S	11/24/2022	40.95	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	COMM EVTS-AMAZON-EVENT S	11/24/2022	9.89	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-MED SUPP	11/24/2022	26.48	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	SR CTR-AMAZON-HAND RAIL	11/24/2022	119.95	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	COMM EVTS-AMAZON-EVENT S	11/24/2022	24.94	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	SR CTR-AMAZON-KEY SAFE	11/24/2022	179.99	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-UNIFORM BELT	11/24/2022	29.98	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-OFF FURN	11/24/2022	25.98	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-MEDS	11/24/2022	8.49	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-TONNEAU COVE	11/24/2022	1,020.59	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-CROSSING GUA	11/24/2022	18.99	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-VEH RUNNING B	11/24/2022	186.99	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-VEH PRINTER, IN	11/24/2022	266.00	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	SR CTR-AMAZON-DUST MOP	11/24/2022	53.99	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	ADMIN-AMAZON-MTG RECORD	11/24/2022	79.89	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	FIN-AMAZON-DOC ORGANIZER	11/24/2022	13.80	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-AMAZON-KITCHEN SUPP	11/24/2022	51.94	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	AIR-AMAZON-RADIO	11/24/2022	295.00	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	ADMIN-AMAZON-MOVING EQUI	11/24/2022	86.43	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	WATER-HILTON-PRETREAT CLA	11/24/2022	291.38	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	FIRE-ETSY-EMPLOYEE KNIVES	11/24/2022	633.13	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POWER-HAMPTON-HOTLINE S	11/24/2022	539.15	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POWER-HAMPTON-HOTLINE S	11/24/2022	539.15	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POWER-HAMPTON-HOTLINE S	11/24/2022	539.15	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-ABUNDANCE-EMP MTG	11/24/2022	39.17	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-DASH-MED GLOVES	11/24/2022	190.23	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-LOS AMIGOS-EMP MTG	11/24/2022	81.10	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-UDOH-PHLEB RECERT	11/24/2022	35.00	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-EVIDENT-EVIDENCE SUPP	11/24/2022	213.50	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-EVIDENT-EVIDENCE SUPP	11/24/2022	38.22	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-PALACE STAT-DEP-MCQ	11/24/2022	89.57	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-TACT GEAR-UNIFORM SU	11/24/2022	332.03	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-TACT GEAR-UNIFORM SU	11/24/2022	109.98	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-ALS SPORTING-UNIFORM	11/24/2022	127.54	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-GALLS-UNIFORM	11/24/2022	122.42	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-POS PROMO-BADGES	11/24/2022	52.73	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-MERRELL-UNIFORM SHOE	11/24/2022	128.10	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-GALLS-UNIFORM SUPP	11/24/2022	255.20	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	POL-GALLS-UNIFORM SUPP	11/24/2022	71.52	.00	
9942	ZIONS BANK - BANKCARD CEN	2211	FIN-CASH BACK	11/24/2022	500.00-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ZIONS BANK - BANKCARD CENTER:					8,300.53	.00	
Grand Totals:					596,703.85	208,088.86	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

WORK MEETING MINUTES
CITY COUNCIL
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL
5 SOUTH MAIN, EPHRAIM, UTAH
NOVEMBER 16, 2022
5:30 PM

CALL TO ORDER

The Ephraim City Council convened in a work meeting on Wednesday, November 16, 2022, in the City Council Room. Mayor Scott called the meeting to order at 5:30 p.m.

ROLL CALL

MEMBERS PRESENT

John Scott, Mayor
Tyler Alder,
Mayor Pro Tem
Margie Anderson
Alma Lund
Lloyd Stevens
Richard Wheeler

STAFF PRESENT

Shaun Kjar, City Manager
Candice Maudsley,
City Recorder
Bryan Kimball,
Community Development

Jon Knudsen, Finance Dir.
Jeff Jensen, Public Works
Aaron Broomhead, Police
Jeff Hermansen, Fire Chief
Michael Patton, Rec Dir.

MEMBERS EXCUSED

DEPARTMENT REPORTS

Jeff Jensen, Public Works Director -

- Correct sewer flow and loading data have been entered into the state's website. There is enough surplus to allow the project to continue. There are details that still need to be reviewed. An aeration system will be needed for future growth.
- Sunroc will be doing the water tie-in for the temple property tomorrow.
- 700 North is now paved.
- The need for possible sewer lift stations in the future was discussed.

Aaron Broomhead, Emergency Services Director

- Parking- There are significant parking issues with snow removal ordinances. The compliance has gone relatively well. Three major hurdles are: college parking, properties in city with multiple cars, residential vs commercial areas. Semi-trucks have no secure place to park in the city.

Michael Patton, Rec Director

- The Light Parade is on December 3rd at 7:00 PM
- There are many programs being considered at the Senior's Center.
- An \$18,000 grant has been awarded for a new water heater at the co-op and a roof for the Sorenson Cabin.

Jon Knudsen, Finance Director

- Larson and Company will be presenting the audit report. There are no audit findings.
- The power bill presentation will be done at the next meeting.

WARRANT REGISTER INQUIRIES

- House of Glass- The payment for 50% of the fence between Canyon View Park and House of Glass was made.
- Jorgenson's Chevrolet- Payment for the new power truck
- Sanpete County Food Pantry- \$2000 donation

ADJOURN

There being no further discussion, Councilmember Alder moved the work meeting adjourn. The motion was seconded by Councilmember Anderson. The vote was unanimous. The motion carried.

MINUTES APPROVED:

John Scott, Mayor

Date

ATTEST:

Candice Maudsley, City Recorder

Date

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL
5 SOUTH MAIN, EPHRAIM, UTAH
NOVEMBER 16, 2022
6:00 PM

CALL TO ORDER

The Ephraim City Council convened in a Regular City Council Meeting on Wednesday, November 16, 2022, in the City Council Room. Mayor Scott called the meeting to order at 6:00 p.m.

OPENING CEREMONY

At the invitation of the Mayor, Richard Wheeler offered an invocation. Alma Lund led the audience in the Pledge of Allegiance.

ROLL CALL

MEMBERS PRESENT

John Scott, Mayor
Tyler Alder,
Mayor Pro Tem
Margie Anderson
Alma Lund
Richard Wheeler
Lloyd Stevens

MEMBERS EXCUSED

STAFF PRESENT

Shaun Kjar, City Manager
Candice Maudsley,
City Recorder
Bryan Kimball,
Community Development

Jon Knudsen, Finance Dir.
Jeff Jensen, Public Works
Cory Daniels, Power Dir.
Aaron Broomhead, Police
Jeff Hermansen, Fire Chief
Michael Patton, Rec Dir.

PUBLIC COMMENT

Cycle Sanpete is advocating for bicycle paths along Highway 89. Jill Colby is affiliated with Bike Utah. Governor Herbert initiated a 1000 miles of family-friendly bike trails goal. Of the 1000, 664 miles of bike trail have been built, 336 miles have yet to be built. UDOT has the money allocated for these types of projects. It up to the municipalities to advocate for the paths to be built here. Support has been expressed by Ephraim City in this endeavor.

PRESENTATIONS AND VERBAL PETITIONS

PROCLAMATION 22-01 PHIL MURRAY DAY (MAYOR JOHN SCOTT)

Two weeks ago, resident, and local icon, Phil Murray, passed away. Mayor John Scott executed a Proclamation to make November 18, 2022, Phil Murray Day. Vickie Murray spoke to the

council and expressed her appreciation. The date chosen for Phil Murray Day is their 51st wedding anniversary.

AUDIT PRESENTATION (LARSON & COMPANY)

Jon Larson presented the audit report. The full audit report was given to each council member. It will be posted on the city's website for the public to view. There were no audit findings for the fiscal year audited.

UTAH WELLBEING SURVEY (COURTNEY FLINT)

Courtney Flint from USU presented the results of the Utah Wellbeing Survey. This project is run throughout the state from small cities to large cities. This is a no-cost partnership with Ephraim City. 72% of residents said their personal well-being was rated between a four and five on a scale of one to five. The community and personal wellbeing have improved in the past year. Physical and mental health are areas that need improvement in the survey. The full survey for Ephraim can be found at this address: <https://www.usu.edu/utah-wellbeing-project/reports/2022/ephrain-wellbeing-survey-findings-2022>

IPP RENEWAL PROJECT UPDATE (JOHN WARD)

John Ward the Director of Communications for the Intermountain Power Agency gave a presentation about the future of the Hunter Power Plant. The project started in 1977 and is owned by 23 municipalities. Many municipalities called back their power from California over the past year. It has saved Utah cities a significant amount of money. The IPP Renewed Project will transition from coal to 70 % natural gas and 30% green hydrogen. This will keep the plant running until 2077 rather than 2025. The water usage in the plant is projected to have 50% less water usage than the coal plant had at full capacity.

APPROVAL OF WARRANT REGISTER

The Council reviewed the Warrant Register of November 14, 2022.

Councilmember Stevens moved to approve the November 14, 2022, Warrant Register as presented. The motion was seconded by Councilmember Lund. The vote was unanimous. The motion carried.

APPROVAL OF MINUTES

The Council reviewed the minutes of the November 2, 2022 Work Meeting and Regular City Council Meetings.

Councilmember Anderson moved to approve the November 2, 2022 Council Work Meeting and Regular City Council Meeting Minutes as presented. The motion was seconded by Councilmember Wheeler. The vote was unanimous. The motion carried.

APPOINTMENTS AND COUNCIL REPORTS

Margie Anderson

Youth City Council – Thank you to YCC for putting up the veteran's flags.

Alma Lund

Fire Board – The Mayor was asked to discuss fire inspections with other cities at the Mayors and Commissioners meeting.

Mayor Scott

Mayors and Commissioners Meeting- There was a presentation by Sheriff Buchanan about the pay scales for police officers in the county. The Central Utah Water Project was discussed. The assessment is a large amount of money and could be used in other areas in the county and possibly for law enforcement.

Federal Money- There is concern about the federal budget being approved as Ephraim has a line item included for federal funds. It should be known if it is approved in mid-December.

CITY MANAGER REPORT

- Community Impact Board- The CIB Board awarded Ephraim City a grant and loan combination of 1 million dollars. The loan portion only has an interest rate of 1.5%.

CLOSED SESSION

Councilmember Anderson moved to go into a closed session pursuant to the provisions of the Utah State Code, Section(s) 52-4-205, for the purpose of discussing the character, professional competence, or physical or mental health of an individual. The motion was seconded by Councilmember Wheeler. A roll call vote was called. Voting yes: Councilmembers Lund, Stevens, Wheeler, Anderson, and Alder was absent. The vote was unanimous. The motion carried.

The Closed Meeting began at 7:39 p.m.

At 8:09 p.m. Councilmember Lund moved the Council adjourn the closed session and reopen the public meeting. The motion was seconded by Councilmember Stevens. The vote was unanimous. The motion carried.

ADJOURNMENT

There being no further business to come before the Council for consideration, Councilmember Wheeler moved the Regular Council Meeting adjourn at 8:10 p.m. The motion was seconded by Councilmember Anderson. The vote was unanimous. The motion carried.

The next regular City Council meeting is scheduled to be held on Wednesday, December 7, 2022, starting at 6:00 p.m. in the Ephraim City Council room.

MINUTES APPROVED:

John Scott, Mayor

Date

ATTEST:

Candice Maudsley, City Recorder

Date

Draft

Ephraim North Well and Pipeline Project (#8333800)

Owner: Ephraim City

Solicitor: Franson Civil Engineers

Bid Date: 11/21/2022 04:00 PM MST

Base Bid				Engineer's Estimate		Taurus Plumbing & Excavating		Barton Excavating Inc	
Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization, Bonding, and Permits	LS	1	\$30,000.00	\$30,000.00	\$37,710.00	\$37,710.00	\$65,000.00	\$65,000.00
2	Construction Surveying and Quality Control	LS	1	\$18,000.00	\$18,000.00	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00
3	Site Earthwork, Cleaning and Grubbing, Grading and Compacting	LS	1	\$5,500.00	\$5,500.00	\$21,000.00	\$21,000.00	\$10,000.00	\$10,000.00
4	Furnish and Install Import Structural Fill Material	TON	520	\$28.00	\$14,560.00	\$27.80	\$14,456.00	\$60.00	\$31,200.00
5	Furnish and Install Untreated Base Course	TON	150	\$38.00	\$5,700.00	\$39.10	\$5,865.00	\$60.00	\$9,000.00
6	Furnish and Install 3/4-inch Minus Gravel	TON	60	\$35.00	\$2,100.00	\$46.65	\$2,799.00	\$75.00	\$4,500.00
7	Furnish and Install the North Well House Foundation and Masonry Block Structure	LS	1	\$140,000.00	\$140,000.00	\$130,065.00	\$130,065.00	\$175,000.00	\$175,000.00
8	Furnish and Install Interior Well House Piping, Fittings, Valves, and Plumbing	LS	1	\$98,000.00	\$98,000.00	\$69,000.00	\$69,000.00	\$67,500.00	\$67,500.00
9	Furnish and Install Well Pump, 8-inch Column Pipe, Oil-lube Shaft, Fabricated 10-inch Discharge Head, 200 HP Motor w/ Variable Frequency Drive	LS	1	\$210,000.00	\$210,000.00	\$172,500.00	\$172,500.00	\$243,800.00	\$243,800.00
10	Furnish and Install Chlorination System Equipment	LS	1	\$18,000.00	\$18,000.00	\$26,200.00	\$26,200.00	\$25,000.00	\$25,000.00
11	Furnish and Install the Building's Electrical Systems	LS	1	\$92,000.00	\$92,000.00	\$137,400.00	\$137,400.00	\$135,000.00	\$135,000.00
12	Site Grading, Construct Drainage Ditch including RCP Culverts and Riprap	LS	1	\$15,000.00	\$15,000.00	\$10,060.00	\$10,060.00	\$15,000.00	\$15,000.00
13	Furnish and Install Pump to Waste Energy Dissipator Box and 18-inch RCP Drainage Pipeline	LS	1	\$22,000.00	\$22,000.00	\$8,425.00	\$8,425.00	\$10,000.00	\$10,000.00
14	Furnish and Install 6-foot Chain Link Fence and Gates	LS	1	\$18,000.00	\$18,000.00	\$13,320.00	\$13,320.00	\$25,000.00	\$25,000.00
15	Pothole and Locate Existing Utilities	LS	1	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
16	Furnish and Install 12-inch Ductile Iron Pipe	LF	25	\$120.00	\$3,000.00	\$407.00	\$10,175.00	\$321.00	\$8,025.00
17	Furnish and Install 12-inch Gate Valve	EACH	1	\$6,500.00	\$6,500.00	\$5,835.00	\$5,835.00	\$4,565.00	\$4,565.00
18	Furnish and Install 8-inch Gate Valve	EACH	2	\$4,500.00	\$9,000.00	\$3,290.00	\$6,580.00	\$2,587.00	\$5,174.00
19	Tie-in Connection to the Existing Water System	LS	1	\$16,640.00	\$16,640.00	\$14,000.00	\$14,000.00	\$11,170.00	\$11,170.00
20	Furnish and Install Asphalt Patch	Sq Yd	30	\$50.00	\$1,500.00	\$185.10	\$5,553.00	\$60.00	\$1,800.00
Total Base Bid:					\$727,500.00		\$720,443.00		\$866,734.00

Bid Alternate A				Engineer's Estimate		Taurus Plumbing & Excavating		Barton Excavating Inc	
A1	Furnish and Install 10-inch HDPE, DR-11 Pipe	LF	2720	\$70.00	\$190,400.00	\$66.80	\$181,696.00	\$53.00	\$144,160.00
A2	Furnish and Install 8-inch Gate Valve	EACH	2	\$4,500.00	\$9,000.00	\$3,281.00	\$6,562.00	\$2,338.00	\$4,676.00
Total Bid Alternate A:					\$199,400.00		\$188,258.00		\$148,836.00

Bid Alternate B				Engineer's Estimate		Taurus Plumbing & Excavating		Barton Excavating Inc	
B1	Furnish and Install 12-inch HDPE, DR-11 Pipe	LF	2720	\$90.00	\$244,800.00	\$79.95	\$217,464.00	\$60.00	\$163,200.00
B2	Furnish and Install 10-inch Gate Valve	EACH	2	\$5,200.00	\$10,400.00	\$4,580.00	\$9,160.00	\$4,000.00	\$8,000.00
Total Bid Alternate B:					\$255,200.00		\$226,624.00		\$171,200.00

Award Options				Engineer's Estimate		Taurus Plumbing & Excavating		Barton Excavating Inc	
Total: Base Bid + Alternate A:					\$926,900.00		\$908,701.00		\$1,015,570.00
Total: Base Bid + Alternate B:					\$982,700.00		\$947,067.00		\$1,037,934.00

DOCUMENT 00 51 00

NOTICE OF AWARD

Date of Issuance: _____

OWNER:	Ephraim City	OWNER's Project No.:	NA
ENGINEER:	Franson Civil Engineers	ENGINEER's Project No.:	21086
Project:	Ephraim North Well & Pipeline		
Contract Name:	NA		
Bidder:	Taurus Plumbing & Excavating, Inc.		
Bidder's Address:	210 West Center, Nephi, Utah 84648		

You are notified that OWNER has accepted your Bid dated November 21, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a new masonry wellhouse with a new vertical turbine pump, including the following: a 200 HP motor, interior piping & valving, flow meter, chlorination equipment, electrical controls, heating and ventilation equipment, and other associated assemblies and attachments. Furnish and install approximately 2,720 feet of culinary water line, 12-inch HDPE, 25 feet of 12-inch ductile iron pipe, and associated valves, fittings, and making a tie-in connection.

The Contract shall be for the Base Bid plus Bid Alternate B.

The Contract Price of the awarded Contract is \$947,067.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to OWNER three counterparts of the Agreement, signed by Bidder (as CONTRACTOR).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Parts 2 and 5.
3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle OWNER to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.2 of the General Conditions.

OWNER: Ephraim City

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: ENGINEER

EJCDC® C 510, Notice of Award.
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and American Society of Civil Engineers. All rights reserved.

DOCUMENT 00 52 00

AGREEMENT

This Agreement is by and between Ephraim City (“OWNER”) and Taurus Plumbing and Excavation, 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:

PART 1—WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a new masonry wellhouse with a new vertical turbine pump, including the following: a 200 HP motor, interior piping & valving, flow meter, chlorination equipment, electrical controls, heating and ventilation equipment, and other associated assemblies and attachments. Furnish and install approximately 2,720 feet of culinary water line, 12-inch HDPE, 25 feet of 12-inch ductile iron pipe, and associated valves, fittings, and making a tie-in connection.

The Contract shall be for the Base Bid plus Bid Alternate B.

PART 2—THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Ephraim North Well & Pipeline Project.

PART 3—ENGINEER

- 3.1 The OWNER has retained Franson Civil Engineers (“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.
- 3.2 The part of the Project that pertains to the Work has been designed by Franson Civil Engineers.

PART 4—CONTRACT TIMES

4.1 *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.

4.2 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **June 1, 2023**, and completed and ready for final payment in accordance with Paragraph 14.8 of the General Conditions on or before **July 3, 2023**.

4.3 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: The substantial completion of the wellhouse **June 1, 2023**. Substantial completion is defined as a fully functioning and tested well, transmission pipeline, and includes the tie-in connection to the existing culinary water system. All requirements being met for culinary water to be delivered from the new well to the OWNER's culinary water system.
2. Milestone 2: The balance of the Work will be completed and ready for final payment in accordance with Paragraph 4.2.A above on or before **July 3, 2023**.

4.4 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.1 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 \$5,000.00 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 \$5,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: CONTRACTOR shall pay OWNER \$5,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until such Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.4.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.

PART 5—CONTRACT PRICE

- 5.1 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.

PART 6—PAYMENT PROCEDURES

- 6.1 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Part 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment on or about the first Monday of each month during performance of the Work as provided in Paragraph 6.2.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
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, 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 14.2.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.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price in accordance with Paragraph 14.8 of the General Conditions.

6.4 *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.

6.5 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 10 percent per annum.

PART 7—CONTRACT

7.1 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. 2017 APWA Manual of Standard Specifications including the General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents.
6. Drawings as listed on the sheet index.
7. Addenda as issued.
8. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award
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 Directive Changes.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.1.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 Part 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

PART 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.1 *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.

8.2 *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 8.2:
 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.

8.3 *Standard General Conditions*

- A. OWNER stipulates that if the General Conditions that are made a part of this Contract are Manual of Standard Specifications (2017), published by the Utah Chapter of the American Public Works Association (APWA), 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, Supplemental Specifications (designated with an “S” at the end of the section number), or Special Provisions (designated with an “M” at the end of the section number).

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Ephraim City

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

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

CONTRACTOR:

Taurus Plumbing and Excavating, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

END OF DOCUMENT

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DOCUMENT 00 55 00

NOTICE TO PROCEED

OWNER: Ephraim City OWNER's Project No.: NA
ENGINEER: Franson Civil Engineers ENGINEER's Project No.: 21086
CONTRACTOR: Taurus Plumbing & Excavation, Inc. CONTRACTOR's Project No.: NA
Project: Ephraim North Well & Pipeline
Contract Name: NA
Effective Date of Contract: _____

OWNER hereby notifies CONTRACTOR that the Contract Times under the above Contract will commence to run on the Effective Date of Contract as shown above pursuant to Paragraph 2.3 of the General Conditions.

On that date, CONTRACTOR shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is June 1, 2023, and the date by which readiness for final payment must be achieved is July 3, 2023.

Before starting any Work at the Site, CONTRACTOR must comply with the following:

None

OWNER: Ephraim City
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____

Copy: ENGINEER

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COOPERATIVE AGREEMENT

This **AGREEMENT** is made and entered into this _____ day of _____, 20____, by and between **ALTITUDE CAPITAL, LLC**, herein referred to as the “**DEVELOPER**”, the **UTAH DEPT. OF TRANSPORTATION**, herein referred to as “**UDOT**”, and **EPHRAIM CITY**, herein referred to as the “**CITY**”.

Whereas the parties have agreed to the need for installation of 900 North going east bound off HWY 89 in Ephraim, Utah. These improvements are necessary as part of the proposed construction of the 4-lot subdivision by the developer.

This **AGREEMENT** is made to set the terms and conditions where under said work (or agreement) shall be performed.

DEVELOPER shall:

1. Obtain the proper permits from UDOT and CITY.
2. Install/construct 900 North, meeting UDOT and CITY specs per code.
3. Deed 900 North over to CITY.

UDOT shall:

1. Approve the submitted plans and issue a permit for the work to be completed within the right-of-way.
2. Work with DEVELOPER and CITY throughout the process.

CITY shall:

1. Cooperate with DEVELOPER and UDOT.

This AGREEMENT is acknowledged by affixing of signatures below.

DEVELOPER:

By: _____ Title: _____ Date: _____

UDOT:

By: _____ Title: _____ Date: _____

CITY:

By: _____ Title: _____ Date: _____