1. 7:00 P.M.  Regular City Council Meeting

Documents:

02-05-2020 AGENDA.PDF
2020-02-05 COUNCIL PACKET.PDF
NOTICE OF PUBLIC MEETING

TO THE PUBLIC AND RESIDENTS OF VERNAL CITY: Notice is hereby given that the VERNAL CITY COUNCIL will hold a regular meeting on Wednesday, February 5, 2020 at 7:00 p.m. in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah.

AGENDA

7:00 p.m. OPENING CEREMONY
1. Invocation or Uplifting Thought
2. Pledge of Allegiance

STANDING BUSINESS
1. Approval of the Minutes of January 15, 2020 Regular Meeting

PUBLIC BUSINESS
1. Request for Sponsorship of the Marvelous Xtreme Bull Madness Event – Tonja Lofthouse
2. Request for Sponsorship of the Diamond Mountain Speedway – Allen Hacking

POLICY & LEGISLATION
1. Request to Consider Approval of a Cooperative Agreement with UDOT for the Safe Routes to Schools Program for a Project near Discovery Elementary on 500 West from 900 South to 1100 South – Quinn Bennion
2. Request to Consider Approval of an Agreement with Rocky Mountain Power for the Removal of Selected Street Lights along Aggie Boulevard and Main Street – Allen Parker
3. Update of Innovation Center Project and Site Tour – Quinn Bennion

ADMINISTRATIVE REPORTS

ADJOURN

NOTE: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Quinn Bennion, 374 East Main, Vernal, Utah 84078 or phone (435) 789-2255 at least three days before the meeting.
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MEMORANDUM

TO:         Mayor & City Council

FROM:       Quinn Bennion, City Manager

RE:         Agenda Items for February 5, 2020 Council Meeting

PUBLIC BUSINESS

1. Request for Sponsorship of the Marvelous Xtreme Bull Madness Event – Tonja Lofthouse. This is a new event request. The Bull Madness Event was established by a family and friends to raise scholarship funds in honor of a family member. There is not a specific allocation within the budget for this event.

2. Request for Sponsorship of the Diamond Mountain Speedway – Allen Hacking. The City funded $1,000 to the speedway event last year. This event is not specifically allocated in the 2020 budget.

POLICY & LEGISLATION

3. Request for approval of a cooperative agreement with UDOT for the Safe Routes to schools program for a project near Discovery Elementary on 500 W. from 900 S. to 1100 S. – Quinn Bennion. The City applied for a Safe Routes to School project in 2019 and received a grant award of $194,428 in UDOT funds. The project scope includes a sidewalk on the east side of 500 W. from 1100 S. (Robinwood) to about 900 S. CRS was selected as the project engineer and design of the project will start soon. Construction could occur as early as Fall 2020 or timing could shift to Spring 2021.

4. Request to consider approval of an agreement with Rocky Mountain Power for the removal of selected street lights along Aggie Boulevard and Main Street – Allen Parker. City Council discussed the removal of one-half of the streetlights along Aggie Blvd and Main Street during the budget discussions in May 2019. The contract for removal of one-half of the city-leased lights has been drafted and ready for review. The cost for RMP to remove each light is $525 and there are 42 streetlights identified for removal for a total of $22,071. It is estimated that the payback period for the light removal is 13 months. The current lease paid is $47.83 per light per month for the maintenance and power. The City is responsible for providing the caps to place on the remaining bases.

5. Update of the Innovation Center project and Site Tour – Quinn Bennion. The Innovation Center is under construction. With a short meeting agenda, the Council will adjourn and join in a site visit of the center.
MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
JANUARY 15, 2020 at 7:00 p.m. in the Vernal City Council room, 374 East Main,
Vernal, Utah 84078.

PRESENT: Councilmembers Dave Everett, Ted Munford, Nicholas Porter, Bert Clark and Travis
Allan and Mayor Doug Hammond.

WELCOME: Mayor Doug Hammond welcomed everyone to the meeting. Mayor Hammond
welcomed new Councilmember Nicholas Porter.

INVOCATION OR UPLIFTING THOUGHT: The invocation was given by Councilmember
Bert Clark.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Councilmember Ted
Munford.

APPROVAL OF CITY COUNCIL MINUTES OF DECEMBER 4, 2019: Councilmember
Bert Clark moved to approve the minutes of December 4, 2020. Councilmember Dave Everett
seconded the motion. The motion passed with Councilmembers Allan, Everett, Munford, Porter
and Clark voting in favor.

APPROVAL OF CITY COUNCIL MINUTES OF JANUARY 6, 2020: Councilmember
Bert Clark moved to approve the minutes of January 6, 2020. Councilmember Travis Allan
seconded the motion. The motion passed with Councilmembers Allan, Everett, Munford, Porter
and Clark voting in favor.

RECOGNITION OF BERT CLARK AS ELECTED OFFICIAL OF THE YEAR FROM
RURAL WATER ASSOCIATION: Mayor Doug Hammond explained that the City has been
notified that Bert Clark has been selected as the elected official of the year by the Rural Water
Association. Councilmember Clark stated the City has had several employees recognized by
this organization in the past and it is an honor to be nominated. The Mayor and Council
congratulated Councilmember Bert Clark.

REQUEST FOR APPROVAL OF THE CITY COUNCIL MEETING SCHEDULE FOR
2020 - ORDINANCE NO. 2020-01: Quinn Bennion explained that the meeting schedule
proposed for 2020 is that same as the previous year. Councilmember Travis Allan moved to
approve Ordinance No. 2020-01 setting the Council meeting schedule for the year.
Councilmember Dave Everett seconded the motion. The motion passed with the following roll
call vote:

Councilmember Munford............................................................................................aye;
Councilmember Allan ...............................................................................................aye;
Councilmember Everett .........................................................................................aye;
Councilmember Porter ............................................................................................aye;
Councilmember Clark...............................................................................................aye.
MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD JANUARY 15, 2020

CITY COUNCIL BOARD APPOINTMENT - MAYOR DOUG HAMMOND: Mayor Hammond stated that the assignments are basically the same with Nicholas Porter taking over for Samantha Scott as the Council seems comfortable with their assignments.

PROJECT UPDATE FOR INNOVATION CENTER: Quinn Bennion updated the Council on the progress of converting the old police station into an innovation center. City and County staff have been tearing out the carpet, wall paper and wood paneling and are making great progress. Councilmember Bert Clark asked about security for the facility. Quinn Bennion stated the facility will use the west entrance and will have software for security and scheduling. There is a lot of interest from companies like Entrada. Councilmember Travis Allan asked if the school is handling the change. Quinn Bennion stated he met with the Board and they are willing to work out the parking.

REQUEST FOR APPROVAL OF CIB CAPITAL IMPROVEMENT LIST: Quinn Bennion reminded the Council that each year the City needs to submit a project list to the Community Impact Board (CIB) which includes a one year, and two to five year lists. The important list is the one year list. If the project is not on that list it is difficult to receive funding from the Community Impact Board. The City takes the approach of generalizing projects for street improvements, storm water, water and sewer while other entities are more specific. Four projects are currently underway so those have been removed from the list. One item that needs to be on the list is the storm water project which will be a joint project with Naples City, UDOT and Central Canal to reclaim the canal system being piped by the irrigators. Also, the downtown master plan has been added to the list. Quinn noted that if the rail project progresses the downtown area may need to be revitalized. After further discussion, Councilmember Ted Munford moved to approve the Capital Improvement List for the CIB Board. Councilmember Travis Allan seconded the motion. The motion passed with the following roll call vote:

 Councilmember Munford.................................................................................aye;
 Councilmember Allan.....................................................................................aye;
 Councilmember Everett ..................................................................................aye;
 Councilmember Porter...................................................................................aye;
 Councilmember Clark.....................................................................................aye.

REQUEST TO SUBDIVIDE PROPERTY AT 238 WEST 200 SOUTH - COCHRAN / MILES PROPERTY HOLDING LLC: Allen Parker explained that this application to subdivide property has been pending for some time as the Council had questions regarding the existing structures. The applicant did research relocating the building and found out that was not an option. Mr. Parker recommended denying the application for now and have the applicant reapply in the future when he is ready to develop the property. Quinn Bennion asked if there was a waiting period before he could reapply. Allen Parker answered no; the code does not designate a waiting period. Councilmember Travis Allan moved to deny the request to subdivide the property at 238 West 200 South. Councilmember Bert Clark seconded the motion. The motion passed with the following roll call vote:
MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
JANUARY 15, 2020

89 Councilmember Munford.................................................................aye;
90 Councilmember Allan ......................................................................aye;
91 Councilmember Everett .................................................................aye;
92 Councilmember Porter ....................................................................aye;
93 Councilmember Clark......................................................................aye.

REQUEST FOR APPROVAL OF REAPPOINTMENT OF JIM LINSCHOTEN TO THE
VERNAL CITY PLANNING COMMISSION: Allen Parker explained that Mr. Linschoten has been on the Planning Commission for a while now and it was a simple oversight to not reappoint him when the other members were reappointed. He is willing to serve another four year term. This will leave one vacancy on the alternate list. Councilmember Dave Everett moved to approve reappointing Mr. Jim Linschoten to the Planning Commission. Councilmember Travis Allan seconded the motion. The motion passed with the following roll call vote:

94 Councilmember Munford.................................................................aye;
95 Councilmember Allan ......................................................................aye;
96 Councilmember Everett .................................................................aye;
97 Councilmember Porter ....................................................................aye;
98 Councilmember Clark......................................................................aye.

PROJECT UPDATE FOR CDBG 2020 GRANT APPLICATION: Quinn Bennion explained that each year the City has the potential to submit an application for CDBG funds to improve items for low to moderate income residents. The project selected was to improve the sidewalk along south Vernal Avenue if the residents qualified. The property on the east side of the street does not qualify because there are too many businesses. The seven residents on the west side were contacted and asked to submit an income survey to UBAG. Five of the seven must respond, however several of them did not meet the income guidelines. He noted there is not enough time to do a survey of another area so the City will not be applying for funding this year.

ADMINISTRATIVE REPORTS:

Water issue:
Mayor Hammond commended the staff on their quick response to fixing a water leak and getting the water back on quickly. Councilmember Dave Everett agreed stating that the water was off at his place of employment and the water crew responded within minutes.

Medical Cannabis:
Quinn Bennion stated that the City received a call from a medical cannabis pharmacy that is looking to open a store in Vernal. Allen Parker stated that a company out of New York received approval from the State to open a store in the Vernal area and they are currently looking at the Vernal Towne Center.
MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
JANUARY 15, 2020

Kids Canal:
Councilmember Ted Munford asked if the movement to halt the drainage of Kids Canal is still active. Quinn Bennion stated that that is still active although Central Canal is still moving forward.

4th of July Celebration:
Quinn Bennion explained that a committee has been formed to organize a community 4th of July celebration. The idea is to continue the parade and fireworks celebration and add a festival in the park.

CLOSED SESSION: Councilmember Travis Allan moved to go into closed session to hold a strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares and return to open session once the discussion is concluded. Councilmember Bert Clark seconded the motion. The motion passed with the following roll call vote:

Councilmember Munford...........................................................................................................aye;
Councilmember Allan ..................................................................................................................aye;
Councilmember Everett .............................................................................................................aye;
Councilmember Porter ...............................................................................................................aye;
Councilmember Clark...............................................................................................................aye.

OPEN SESSION AND ADJOURN: Mayor Hammond declared the meeting back in open session. There being no further business; Councilmember Travis Allan moved to adjourn. Councilmember Dave Everett seconded the motion. The motion passed with a unanimous vote and the meeting was declared adjourned.

__________________________________________
Mayor Doug Hammond

ATTEST:
Roxanne Behunin, Deputy Recorder (S E A L )
Application Date: 29 January 2020  
Date(s) of Event: 14 March 2020, Saturday

Amount Requested: __$__________________

Applicant/Organization: Marvelous Xtreme Bulls Madness Committee

Type of Organization:

☐ Not-for-profit
☐ For profit
☐ Government agency / district
☐ Other: _______________________

Contact Person / Title: Tonja Lofthouse / Ben Lofhouse

Mailing Address: Box 5 Jensen, UT 84035

Email: marvelousxbm@gmail.com  
Phone: _______________________

Description of Event: 2nd ever PRCA Xtreme Bulls event in Utah! $10,000 added prize money. 30 PRCA contentans, 2 NRF Award winning PRCA livestock producers. Ute Tribe Pride Dancing, The Renouned Felix Santana and his dancing Fresian horse, Muttin' Bustin' for local kids.

Besides funding, what other city services / personnel are requested to help with the event?

Security personnel

How will city funds be used? To promote and sponsor Marvelous Xtreme Bull Madness

Total budget for the event: __$40,000.00

Total event funds remaining after last year’s event __$0

Other sources of funding for this event: Local business sponsors, Wendy's, Betty's Cafe, Red Mesa, Boot Barn, Bull Ring, 7-11 Cafe, Blue Mountain Mining.

Have you approached other public entities for funds for this event? Which entity and how much was granted?

Uintah County Travel Board (not received anything at this time.)

Estimated number of event attendees: 3000

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Marvelous Xtreme Bulls Madness Committee

Tonja Lofthouse

Ben Lofthouse

marvelousxbm@gmail.com

3000

29 January 2020

14 March 2020, Saturday

X

Box 5 Jensen, UT 84035

40,000.00

0
Number of hotel room nights anticipated to be used by attendees/visitors: 2 nights/200-300

Do you plan to run this event next year?  X yes  no;

Other Comments: We are aware that you have sponsored other events that have grown and become self sufficient. That is our projected goal also. We appreciate your patronage in bringing a world class PRCA Xtreme Bulls event to Vernal, Utah.

Priority will be given to community events that attract visitors to Vernal. The City does not generally support charity fundraisers. City funds cannot be used to benefit individual people. I agree the information provided is true and accurate. I agree to make a presentation to the Vernal City Council summarizing the event and explaining how the city's fund will be used.

Tonja Lofthouse  
Event Director / Contact Person  29 January 2020

The Event Funding Application Form should be submitted at least 10 days prior to the City Council meeting at which the request is reviewed.

Your event may require permits or applications such as a special event permit (sales tax), temporary food vendor or street closure. Visit with City Staff if you need help with these processes.

(Accounting code- Internal use only)

Amount in City budget for this event:__$__________ Last year's funded amount: __$__________
Vernal City
Event Funding
Application Form

Application Date: Jan 30, 2022  Date(s) of Event: August 14 & 15

Amount Requested: $1,000

Applicant/Organization: Diamond Mountain Speedway

Type of Organization:
☐ Not-for-profit  ☐ For profit
☐ Government agency / district  ☐ Other: 

Contact Person / Title: Allen Hacking  /  Pres

Mailing Address: 948 East 2500 South

Email: Allenhacking.inc @ Gmail.com  Phone: 435-790-1458

Description of Event: Oval Dirt Track Race

Besides funding, what other city services / personnel are requested to help with the event?

None

How will city funds be used?  To pay prize money for the event

Total budget for the event: $32,000

Total event funds remaining after last year's event: $0

Other sources of funding for this event: Sponsors, Entrance fee

Have you approached other public entities for funds for this event? Which entity and how much was granted?

 Uintah County  /  Naples City

Estimated number of event attendees: 50
Number of hotel room nights anticipated to be used by attendees / visitors: ___

Do you plan to run this event next year?   yes      no;

Other Comments: ________________________

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______________________________    _______________________
Event Director / Contact Person        Date

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______________________________
(Accounting code- Internal use only)

 Amount in City budget for this event: ___$__________  Last year’s funded amount: ___$__________
### Diamond Mountain Speedway, LLC
#### Profit & Loss
**June 28 - 29, 2019**

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Jun 28, 19</th>
<th>Jun 29, 19</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIT GATE SALES</td>
<td>10,815.00</td>
<td>11,090.00</td>
<td>21,705.00</td>
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<tr>
<td>FRONT GATE</td>
<td>1,480.00</td>
<td>1,725.00</td>
<td>3,205.00</td>
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<tr>
<td>RESERVES HILL PARKING</td>
<td>16.00</td>
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<tr>
<td><strong>Total SALES</strong></td>
<td>12,111.00</td>
<td>12,815.00</td>
<td>24,926.00</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>12,111.00</td>
<td>12,815.00</td>
<td>24,926.00</td>
</tr>
<tr>
<td><strong>Cost of Goods Sold</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>COST OF GOODS SOLD</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td><strong>Total COGS</strong></td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td><strong>Gross Profit</strong></td>
<td>12,111.00</td>
<td>12,815.00</td>
<td>24,926.00</td>
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<tr>
<td><strong>Expense</strong></td>
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<tr>
<td>PURSE PAYOUT</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>PURSE PAYOUT IMCA MODIFIED</td>
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<td>6,300.00</td>
<td>12,300.00</td>
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<td>PURSE PAYOUT IMCA NORTHERN</td>
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<td>3,450.00</td>
<td>7,410.00</td>
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<td>PURSE PAYOUT STOCK CARS</td>
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<td>3,070.00</td>
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<td>SANCTION FEE</td>
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<td>PURSE PAYOUT PURE STOCKS</td>
<td>260.00</td>
<td>340.00</td>
<td>600.00</td>
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<tr>
<td>PURSE PAYOUT DWARF CAR</td>
<td>340.00</td>
<td>240.00</td>
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<tr>
<td>PURSE PAYOUT MINI STOCK</td>
<td>80.00</td>
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<td><strong>Total PURSE PAYOUT</strong></td>
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<td>13,700.00</td>
<td>27,630.00</td>
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<td>PROFESIONAL FEES</td>
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<td>1,850.00</td>
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<td>INSURANCE EXPENSE</td>
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<td>428.00</td>
<td>856.00</td>
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<td>FIRE &amp; SAFETY</td>
<td>250.00</td>
<td>250.00</td>
<td>500.00</td>
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<tr>
<td>SAFETY (AMBULANCE)</td>
<td>250.00</td>
<td>200.00</td>
<td>450.00</td>
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<td><strong>Total Expense</strong></td>
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<td><strong>Net Ordinary Income</strong></td>
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<td>-2,663.00</td>
<td>-6,360.00</td>
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<tr>
<td><strong>Net Income</strong></td>
<td>-3,697.00</td>
<td>-2,663.00</td>
<td>-6,360.00</td>
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</table>
# Diamond Mountain Speedway, LLC.
## Sales by Customer Summary
### June 28 - 29, 2019

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AARON SPANGLER</td>
<td>270.00</td>
</tr>
<tr>
<td>ALEX SOUTHERLAND</td>
<td>150.00</td>
</tr>
<tr>
<td>ALLEN HACKING</td>
<td>10.00</td>
</tr>
<tr>
<td>ASPEN RUSSELL</td>
<td>95.00</td>
</tr>
<tr>
<td>BEAU HUCHISON</td>
<td>95.00</td>
</tr>
<tr>
<td>BENSON SWAIN</td>
<td>230.00</td>
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<tr>
<td>BERT BEECH</td>
<td>240.00</td>
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<td>BILL ROWLEY</td>
<td>75.00</td>
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<td>Brandon Snow</td>
<td>135.00</td>
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<td>BRANDON SWAIN</td>
<td>150.00</td>
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<td>200.00</td>
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<tr>
<td>BRENT COOK</td>
<td>180.00</td>
</tr>
<tr>
<td>BRIAN CAREY</td>
<td>160.00</td>
</tr>
<tr>
<td>BRIAN WORDALMAN</td>
<td>260.00</td>
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<tr>
<td>CAMERON SPANGLER</td>
<td>150.00</td>
</tr>
<tr>
<td>CASEY DELP</td>
<td>240.00</td>
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<tr>
<td>CASEY PEREZ</td>
<td>140.00</td>
</tr>
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<td>CASH</td>
<td>6,921.00</td>
</tr>
<tr>
<td>CHASE HANSEN</td>
<td>300.00</td>
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<td>CHRIS DELP</td>
<td>320.00</td>
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<td>CHRISTIAN JOHNSON</td>
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<td>CHUCK DELP</td>
<td>210.00</td>
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<tr>
<td>CLAYTON CHRISTENSEN</td>
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<td>CODY MALCOM</td>
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<td>CODY TAYLOR</td>
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<td>CRISTINNA Ratzlaff</td>
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<td>DALTON HATTEN</td>
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<td>DAN WALDEMAR</td>
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<td>DANIEL CLEVELAND</td>
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<td>DANNY OLSEN</td>
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<td>DAVE PITT</td>
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<td>DERRICK RODEN</td>
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<td>DILLION LAWRENCE</td>
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<tr>
<td>ED GILBERT</td>
<td>150.00</td>
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<td>ED HENDERSON</td>
<td>240.00</td>
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<td>GENE HENRY</td>
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<td>GRAYSON DENNEY</td>
<td>150.00</td>
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<tr>
<td>HEATH DENNEY</td>
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<td>JAKE DONNELLY</td>
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<td>JASON HERNANDEZ</td>
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<td>JASON WRIGHT</td>
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<td>JAY KIBEL</td>
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<tr>
<td>JEDEDIH GRAHAM</td>
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</tr>
<tr>
<td>JEFF MILLER</td>
<td>75.00</td>
</tr>
<tr>
<td>JERRY HISLOP</td>
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**June 28 - 29, 2019**

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**TOTAL**                      | **25,126.00**
COOPERATIVE AGREEMENT
SAFE ROUTES TO SCHOOLS

This Cooperative Agreement, made and entered into this _____ day of _____________, 2020, by and between the Utah Department of Transportation ("UDOT"), and Vernal City ("LOCAL AUTHORITY").

RECITALS

WHEREAS, in the interest of public safety, the LOCAL AUTHORITY desires to plan, design, construct, and maintain an infrastructure-related project that will improve safety for students to walk and bicycle to Discovery Elementary School along the east side of 500 West; (the “Work”); and

WHEREAS, infrastructure projects using public funds shall be within public rights of way, either public property owned by a public entity and/or private lands that have public access easements; and

WHEREAS, the LOCAL AUTHORITY is agreeable to comply with the applicable UDOT Program Procedures and Standards for the Work described in this agreement; and

WHEREAS, State funds may not be expended for projects that do not specifically serve the stated purposes of the Safe Route to School program; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the Work shall be performed.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Description of Work. The Work covered by this agreement is described in the LOCAL AUTHORITY application, attached as Exhibit A that is incorporated by reference.

2. UDOT Responsibilities:
   a. Provide an Oversight Manager or Consultant Oversight Manager to assist the LOCAL AUTHORITY with ongoing coordination related to scope, schedule, risks, mitigation, and closeout process for the Work.
   b. Prepare and process a cooperative agreement before Work initiation.
   c. Upon completion of the Work and final inspection and approval by UDOT, reimburse the LOCAL AUTHORITY, up to the maximum of the Grant amount of $194,428.00.
3. **LOCAL AUTHORITY Responsibilities:**
   
a. Provide an Oversight Manager or Consultant Oversight Manager and oversee their performance related to the Work including approving consultant pay requests.

b. Construct the Work to **UDOT** standards or to **LOCAL AUTHORITY**’s standards if it is equal to or greater than **UDOT** standards.

c. Manage Work scope, schedule, budget, risk, and quality.

d. Coordinate details, decisions and impacts with the local jurisdiction’s community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.

e. Coordinate with the assigned **UDOT** Oversight Manager.

f. Upon completion of the Work and final inspection and approval by **UDOT**, submit a request for reimbursement to **UDOT**, up to the combined maximum amount of this agreement $194,428.00, including documentation of costs incurred and paid for by the **LOCAL AUTHORITY**. Project overages shall be the responsibility of the **LOCAL AUTHORITY**.

4. **Access.** The **LOCAL AUTHORITY** shall guarantee access to and make all provisions for **UDOT**, Consultant, and Contractor to enter upon all lands, both public and private which are necessary to carry out the Work.

5. **Construction.** If for any reason, the **LOCAL AUTHORITY** has not commenced construction of the Work within a 2 year period from the date of the notice of grant award, the **LOCAL AUTHORITY** will relinquish the grant allocation for the Work upon request from **UDOT**, and this agreement shall be terminated. Upon commencement of construction, the **LOCAL AUTHORITY** agrees to complete the construction in an expeditious manner and in a reasonable timeframe. Should **UDOT** determine the Work is not proceeding in an expeditious manner and upon 30 days written notice, it may withdraw the grant and require the **LOCAL AUTHORITY** to refund any portion of the grant funds not expended for approved items at the time of withdrawal and terminate this agreement.

6. **Liability.** **UDOT** and **LOCAL AUTHORITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney’s fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
7. **Project Underruns.** Any funds remaining at the completion of the Work resulting in an underrun will revert back to the Safe Route to School Program for redistribution by UDOT.

8. **Accessible to Persons with Disabilities.** Infrastructure projects constructed with Safe Routes to School funds shall be accessible to persons with disabilities, per the Americans with Disabilities Act Accessibility Guidelines (ADAAG) at 28 CFR Part 36, Appendix A, as enforced by the U.S. Department of Justice and FHWA, and as required under section 504 of the Rehabilitation Act.

9. **Real Property Acquisition.** For real property acquisition and displacement activities, the LOCAL AUTHORITY shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in accordance with 49 CFR Part 24.

10. **Utility Relocations.** The LOCAL AUTHORITY is required to pay, as part of the total Work cost, 50% of the cost of any utility facility relocation required within the State highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. Utah Administrative Code 72-6-116. The design of the Work shall minimize any utility relocations. Should the LOCAL AUTHORITY’s Work design require utility relocations, the LOCAL AUTHORITY shall coordination with the affected utility owner to determine a relocation design and cost estimate. The LOCAL AUTHORITY shall execute a 50% reimbursement agreement with each utility company prior to commencement of the Work.

11. **Maintenance.** Upon completion of the Work covered by this agreement, the LOCAL AUTHORITY shall, either directly or by ordinance, cause any sidewalks covered by this cooperative agreement to be maintained, renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. The maintenance shall include snow removal.

12. **Right of Way Disposal/Lease Proceeds.** For real property disposals the LOCAL AUTHORITY shall comply with 23 CFR 710.409 and 710.403. The LOCAL AUTHORITY should have property management records, which identify inventories of real property considered excess to the Work needs. If a LOCAL AUTHORITY determines that real property initially acquired as part of the Work is declared excess and disposed of the LOCAL AUTHORITY must comply with 23 CFR 710.409 and 710.403.

13. **Termination.** This Agreement may be terminated as follows:

   a. By mutual agreement of the parties, in writing.

   b. By either UDOT or the LOCAL AUTHORITY for failure of any of the parties to fulfill its obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.

   c. By UDOT for the convenience of the State upon written notice to the LOCAL AUTHORITY.
d. Upon satisfactory completion of the provisions of this agreement.

e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the second fiscal year following the fiscal year in which this agreement is executed.

14. Other Provisions:

a. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the agreement at the request of the other party.

b. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this agreement, or by law, will not release either party from any obligations arising under this agreement.

c. Neither Party to this Agreement shall make impacts to the systems describe herein, exceed the capacities described herein, or act outside of the terms of this agreement without an amendment to this agreement.

d. This agreement contains the entire agreement between the parties with respect to the subject matter, and no statements, promises or inducements made by either party that are contained in this written agreement shall be binding or valid.

e. This agreement does not create any type of agency relationship, joint venture, or partnership between the parties.

f. Each party represents that it has the authority to enter into this agreement. The parties may execute this agreement in counterparts.
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

ATTEST:  

By: ________________________________  
Title: ________________________________  
Date: ________________________________

(IMPRESS SEAL)

VERNAL CITY, a municipal corporation in the State of Utah

By: ________________________________  
Title: ________________________________  
Date: ________________________________

*************************************************************************************************************

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: ________________________________  
Region Three Traffic Operations Engineer  
Date: ________________________________

By: ________________________________  
Region Three Director  
Date: ________________________________

APPROVED AS TO FORM:

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

COMPTROLLER OFFICE

By: ________________________________  
Contract Administrator  
Date: ________________________________
Safe Routes to Schools
Discovery Elementary / 500 West
**COOPERATIVE AGREEMENT** with Vernal City
Project: S-R399(328)
PIN: 17659 / CID: 73505-12S

Exhibit A
Local Authority Safe Routes Application
CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this “Agreement”), dated January 6, 2020 (“Agreement Date”), is between Rocky Mountain Power, an unincorporated division of PacifiCorp (“Company”), and VERNAL CITY, (“Customer”), for work to be performed by Company for Customer at or near Aggie Blvd. and Main St., Vernal in UINTAH County, State of Utah.

Description:

STREETLIGHT REMOVAL

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement that are no longer useful to Company.

Customer also agrees to:

a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.

b) Install and maintain property lines and survey stakes; and,

c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

d) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

Third-Party Relocation Costs: This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third-party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. The total advance for this work is $22,071.00. Customer has previously paid for design, permitting or other work in the amount of $0.00, with a balance due of $22,071.00. Estimated cost is valid for 90 days from the Agreement Date.

Requested Date of Service: To Be Determined

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

VERNAL CITY

QUINN BENNION VERNAL CITY MANAGER
374 E MAIN ST
VERNAL, UT, 84078
Phone (435) 789-2255
Cellular ( )
Fax ( )

ROCKY MOUNTAIN POWER

JERAD BALETKA
183 S 500 E
VERNAL, UT, 84078
Phone (435) 781-5604
Cellular ( )
Fax ( )

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

VERNAL CITY

By
Signature

Title VERNAL CITY MANAGER

QUINN BENNION
Print name of Signing Officer

Date

ROCKY MOUNTAIN POWER

By
Signature.

Title Manager

BRANDON ANDERSON / ASHLEY
Print name of Signing Manager/Officer

Date
Appendix A
GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless Company to this Agreement and Company’s officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of Company.

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

Company agrees to use commercially reasonable efforts to begin performance of the work on the date(s) specified above. In those instances where by reason of unanticipated events or emergencies which cause power outages or threaten Company's ability to continuously provide electric service as it is required to do by law or by contract, then Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that Company and those persons employed by Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company’s liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay Company and such changes in scope are reasonably acceptable to Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by both parties.
GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.
CREW NOTES:
(5-185) REMOVE STREET LIGHT
(5-185) INSTALL COVER ON BASE
CREW NOTES:
(5-185) REMOVE STREET LIGHT
(5-185) INSTALL COVER ON BASE

CUSTOMER: VERNAL
ADDRESS: AGGIE BLVD & MAIN ST
VERNAL, UT

FOREMAN: [Name]
EMP #: [Number]
CC#: [Number]
WOC / REQ#: [Number]
MAP STRING: 11404021.0

JOB START DATE
JOB COMPLETE DATE

CIRCUIT: MAE11

PA CIFIC ENERGY COMPANY

Print Date: 01/06/20
Scale: 1=100'

Score: 1

CUSTOMER: VERNAL
ADDRESS: AGGIE BLVD & MAIN ST
VERNAL, UT

CIRCUIT: MAE11

Post Jobs
RCP
Posted
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<th>Job Complete Date</th>
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<td>MAE11</td>
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**CUSTOMER:** VERNAL

**ADDRESS:** AGGIE BLVD & MAIN ST

**VERNAL, UT**

**PA CIFIC CORP A BERKSHIRE HATHAWAY ENERGY COMPANY**

**Scale:** 1=100'

**Print Date:** 01/06/20

**EST Sig:** 13117

**Print Date:** 01/06/20

**Scale:** 1=100'

**DIAGNOSIS:**

- Job Start Date
- Job Complete Date
- Circuit MAE11

**DRAWN NOTES:**

- Remove street light
- Install cover on base