NOTICE OF PUBLIC MEETING

TO THE PUBLIC AND RESIDENTS OF VERNAL CITY: Notice is hereby given that the **VERNAL CITY COUNCIL** will hold a meeting on **Wednesday, July 15, 2020 at 7:00 p.m.** in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah. Social Distancing will be observed.

A G E N D A

7:00 p.m. **OPENING CEREMONY**

1. Invocation or Uplifting Thought
2. Pledge of Allegiance

STANDING BUSINESS

1. Approval of the Minutes of July 1, 2020 Regular Meeting

PUBLIC HEARING

1. Request for Approval of Rezone Request from Shane Mayberry for the Properties located at 369 North 500 West, 345 North 500 West, 379 North 500 West and 661 West 500 North, Vernal, Utah from R-1, R-2 and R-3 (Residential Zones) to a CP-2 (Commercial Zone) – Ordinance No. 2020-07 - Allen Parker

POLICY AND LEGISLATION

1. Request for Approval of Agreement for Professional Services for Leak Detection - Quinn Bennion
2. Ratification of Approval of Seal Coat Parking Lot Project for Innovation Hub - Quinn Bennion
3. Request for Approval of Co-Sponsor Agreement with Runtastic for Dino-Half Marathon - Allen Parker
4. Request for Approval of Bus Use Indemnity Agreement with Uintah School District - Allen Parker
5. Discussion regarding Fire Safety Inspections for Businesses - Quinn Bennion
6. Discussion regarding surplus property - 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.

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD JULY 1, 2020 at 7:00 p.m. in the Vernal City Council room, 374 East Main, Vernal, Utah 84078.

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

WELCOME: Mayor Doug Hammond welcomed everyone to the meeting.

INVOCATION OR UPLIFTING THOUGHT: The invocation was given by Councilmember Ted Munford.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Councilmember Dave Everett.

APPROVAL OF THE CITY COUNCIL REGULAR MEETING MINUTES OF JUNE 17, 2020: *Councilmember Bert Clark moved to approve the minutes of June 17, 2020. Councilmember Ted Munford seconded the motion. The motion passed with Councilmembers Everett, Munford, Allan, Porter and Clark voting in favor.*

APPROVAL OF THE CITY COUNCIL SPECIAL MEETING MINUTES OF JUNE 24, 2020*: Councilmember Dave Everett moved to approve the minutes of June 24, 2020. Councilmember Ted Munford seconded the motion. The motion passed with Councilmembers Everett, Munford, Allan, Porter and Clark voting in favor.*

REQUEST FOR APPROVAL OF THE FURNITURE BID FOR THE INNOVATION CENTER: Quinn Bennion explained that the City received four bids to provide furniture for the innovation hub and the lowest responsive bid was received from Northeastern Office Supply. Mr. Bennion recommended the Council award the contract to Northeastern Office Supply. He noted that the City has experience with them in the past as they provided the furniture for City Hall. Councilmember Dave Everett stated they have a beautiful color scheme. Quinn Bennion stated the grant funds will be used for this purchase. Councilmember Bert Clark stated there is quite a difference in bid prices. Quinn Bennion acknowledged that the differences are probably for the quality of the furniture. After further discussion, *Councilmember Dave Everett moved to approve the bid from Northeastern Office Supply. Councilmember Nicholas Porter 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 FOR APPROVAL OF AGREEMENT FOR PROSECUTOR LEGAL SERVICES: Quinn Bennion explained that the City needed to renew the contracts for legal

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services. He noted that Mike Harrington, City prosecutor, recognizes there are lower cases for this year and he is recommending his contract be reduced by $1383 per month. His new monthly rate will be $5000 for the first year of the contract, and the second year he will charge the $1383 plus an average of case load for 2020 at $100 per case for the second year of the contract.

Mayor Doug Hammond stated that when the justice courts combine, those numbers may change. Quinn Bennion stated that each entity would keep their indigent defense and prosecutor, and Naples City will need to provide their own attorneys. *Councilmember Ted Munford moved to approve the agreement with Mike Harrington for 2 years as presented. 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.

REQUEST FOR APPROVAL OF AGREEMENT FOR CIVIL LEGAL SERVICES: Quinn Bennion explained that the contract with Dennis Judd will remain the same except he would like the ability to bill monthly instead of every 3 months. Councilmember Ted Munford asked what his case load is like. Quinn Bennion stated that the City keeps him busy. *Councilmember Nicholas Porter moved to approve the agreement with Dennis Judd for legal services. 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.

REQUEST FOR APPROVAL OF AGREEMENT FOR INDIGENT LEGAL SERVICES: Allen Parker explained that the City contracts with Jordan Van Oosstendorp for indigent legal services, under the direction of Lance Dean who works for Uintah County and administers indigent defense services for this area. The fee the last few years has been $3100 a month, which Mr. Van Oosstendorp believes is slightly under based on case load, however, he understands there is no additional money to offer and has agreed to that same cost. Councilmember Travis Allan thought that was the opposite of what Attorney Mike Harrington is saying. Allen Parker stated he is expecting his case load to be way up trying to get caught up once the courts open. Quinn Bennion explained that the State really wants a hands-off approach for the indigent defense *process so the defendant does not feel like they get a bad attorney. After further discussion, Councilmember Dave Everett moved to approve the contract with Jordan Van*

AWAITING FORMAL APPROVAL

Oostendorp for indigent defense services. 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.

PUBLIC HEARING: VERNAL CITY GENERAL PLAN (FIRST READING): Allen Parker explained that the City adopted a trails master plan which needs to be incorporated into the City's general plan, which governs the City's long range plans for development. The City hired a consultant to help do a few updates using City funds and grant funds. The trails plan amends the City's street program so that entire section is being updated. There was some discussion regarding the size of roads. Mr. Parker suggested the Council look over the draft of the updates for the general plan as this is the 1st reading with a public hearing. Councilmember Ted Munford stated he appreciates the work going into this document and would like time to review it. Mayor Doug Hammond opened the public hearing. He asked if the City has any open land areas. Allen Parker stated that the general plan actually incorporates areas beyond the City boundaries in case those areas are annexed into the City so they will have a general idea how those parcels should be developed. There were no public comments and Mayor Hammond closed the public hearing.

ADMINISTRATIVE REPORTS

Voluntary Separation Package:
Councilmember Bert Clark noted that the City is losing a lot of years of experience with employees taking the incentive package. Quinn Bennion agreed.

Airport:
Quinn Bennion stated that the City will be posting the airport managers job within the next few days. The employees seem happy moving to the City.

Small business grant:
Quinn Bennion stated that the local small business grant application is available on-line and so far 37 businesses have applied. Over 700 businesses were notified of the grant opportunity.

Freedom Festival:
Quinn Bennion reminded the Council of the Freedom Festival scheduled for the 4th of July. There will be a 5 k run, parade, live music, food trucks, beer garden and fireworks at 10. The field of flags is up for people to enjoy.

AWAITING FORMAL APPROVAL

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD JULY 1, 2020

ADJOURN: There being no further business; *Councilmember Nicholas Porter moved to adjourn. Councilmember Ted Munford seconded the motion. The motion passed with a unanimous vote and the meeting was declared adjourned.*

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Mayor Doug Hammond

ATTEST:

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Roxanne Behunin, Deputy Recorder (S E A L)

AWAITING FORMAL APPROVAL

MEMORANDUM

TO: **Mayor & City Council**

FROM: **Quinn Bennion, City Manager**

RE: ***Agenda Items for July 15, 2020 Council Meeting***

PUBLIC HEARING

1. **Request for Approval of Rezone request from Shane Mayberry for the properties location 369 N 500 W, 345 N 500 W, 379 N 500 W and 661 W 500 N, Vernal, UT from R-1, R-2 and R-3 (residential zones) to a CP-2 (commercial zone) – Ordinance No. 2020-07 -** Allen Parker

POLICY AND LEGISLATION

1. **Request for approval of agreement for professional services for leak detection -** Quinn Bennion. This project was discussed and funding approved as part of the the 2021 budget process. Staff recommends completing a full city-wide leak detection project. The services include locating possible leaks within the water distribution system through audio listening devices. The City's water loss ratio is higher than desired and this is one of the strategies staff is pursuing to reduce the water loss. Previously, the City conducted leak detection projects for part of the city system each year. The professional services are proposed for $28,339.76 by Utility Services Associates. The City has used USA for several years and they are familiar with our water system. Funding for this project will come from the utility fund.

1. **Ratification of approval of seal coat parking lot project for Innovation Hub** – Quinn Bennion. The seal coating project was bid and the City received one response. Allred Seal Coating proposed $5,800 for completing the project. A phone poll was conducted with City Council with approval of moving forward and accepting the bid. Allred plans to start the work later this week and will be completed within 7 days. The project will be funded with the State grant for the innovation center.

2. **Request for Approval of Co-Sponsor Agreement with Runtastics for Dino-Half Marathon** – Allen Parker. This event was supported by City Council a year ago and a similar arrangement was used last year for transportation for the race. With the closure of the private bussing service in the Vernal area, the Dino Half marathon must use alternate options to provide bussing of 100's of runners to the top of Dry Fork Canyon for the half marathon run on July 18th. The event was originally scheduled for May and was postponed due to COVID restrictions. The use of school district busses requires a public entity be a partner of the event to request the bussing services. Staff spent considerable time last year exploring another option of using a variety of transportation sources for any and all busses and vans in the area. The school bus option is the least problematic. This arrangement requires the City

to secure one-day insurance for the bussing. Runtastic will pay for the bussing and associated insurance.

3. **Request for approval of Bus Use Indemnity Agreement with Uintah School District** - Allen Parker. This item relates to the bussing services for the half marathon as described in the last item.

4. **Discussion regarding Fire Safety Inspections for Businesses** – Quinn Bennion

5. **Discussion regarding surplus property** – Quinn Bennion

AN ORDINANCE AMENDING THE OFFICIAL VERNAL CITY ZONING MAP BY THE REZONING OF PROPERTY.

WHEREAS, the City Council finds that the regulation of zoning within the City is necessary for orderly growth within the community, and;

WHEREAS, the City Council deems it to be in the best interest of the health, safety and welfare of the citizens to incorporate the following changes to the provisions of the Vernal City Zoning Map, and;

WHEREAS, the City Council has received input from the public at large in duly noticed open meetings, and has considered and discussed the advantages and disadvantages of such zoning amendment;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF VERNAL CITY, UTAH AS FOLLOWS:

SECTION 1. **Description.** The following parcels of property in Vernal, Utah are rezoned from R-1, R-2 & R-3 (Residential Zones) CP-2 (Commercial Zone):

ADDRESSES: 369 NORTH 500 WEST, 345 NORTH 500 WEST, 379 NORTH 500 WEST AND 661 WEST 500 NORTH, VERNAL, UTAH

PARCEL NUMBERS: 05:001:0202, 05:001:0049, 05:001:0044, and a portion of 05:001:0040

LEGAL DESCRIPTION:

PARCEL 05:001:0202 - BOOK 1083 PAGES 82-84 (ZONING MAP # 661) LOT 2 OF THE PERRY SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE RECORDER, UINTAH COUNTY, UTAH.

500 NORTH - SURVEYED DESCRIPTION:
THAT PORTION OF 500 NORTH STREET LOCATED NORTH OF LOT 2 OF THE PERRY SUBDIVISION AND SOUTH OF THE NORTH LINE OF SECTION 22, T.4 S., R.21 E., S.L.B. & M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED S87°55'19"W ALONG THE SECTION LINE, 737.02 FEET FROM THE NORTHEAST CORNER OF SECTION 22, T.4 S., R.21 E., S.L.B. & M., SAID POINT OF BEGINNING ALSO BEING LOCATED AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION AND THE EAST LINE EXTENDED OF SAID LOT 2; THENCE S02°14'49"E ALONG THE EAST LINE EXTENDED OF SAID LOT 2, 41.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF 500 NORTH AND THE NORTHEAST CORNER OF SAID LOT 2; THENCE S87°55'19"W ALONG THE NORTH LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, 276.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N02°14'49"W ALONG THE WEST LINE EXTENDED OF SAID LOT 2, 41.25 FEET TO THE NORTH LINE OF SAID SECTION; THENCE N87°55'19"E ALONG THE NORTH LINE OF SAID SECTION, 276.92 FEET TO THE POINT OF BEGINNING. CONTAINING 0.262 ACRE MORE OR LESS.

PARCEL 05:001:0049 - SURVEYED DESCRIPTION (ZONING MAP # 379)
BEGINNING AT A POINT LOCATED THE FOLLOWING BEARINGS AND DISTANCES FROM THE NORTHEAST CORNER OF SECTION 22, T.4 S., R.21 E., S.L.B. & M.: S02°28'54"E ALONG THE EAST LINE OF SAID SECTION 22 763.78 FEET, S87°31'06"W PERPENDICULAR TO THE EAST LINE OF SAID SECTION 22 41.25 FEET AND S87°55'22"W PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22 238.00 FEET; THENCE S02°28'54"E PARALLEL TO THE EAST LINE OF SAID SECTION 22, 152.00 FEET; THENCE S87°55'22"W PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, 461.52 FEET TO THE EAST LINE EXTENDED OF THE PERRY SUBDIVISION; THENCE N02°14'49"W ALONG THE EAST LINE EXTENDED OF THE PERRY SUBDIVISION, 270.54 FEET; THENCE N87°55'22"E PARALLEL TO THE SOUTH LINE OF THE NORTHEAST

QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, 330.98 FEET; THENCE S02°28'54"E PARALLEL TO THE EAST LINE OF SAID SECTION 22, 118.55 FEET; THENCE N87°55'22"E PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, 129.43 FEET TO THE POINT OF BEGINNING. CONTAINING 2.511 ACRES MORE OR LESS.

PARCEL 05:001:0044 - BOOK 1414 PAGES 821-822 (ZONING MAP # 345)
BEGINNING AT A POINT LOCATED SOUTH 02°28'57" EAST 763.78 FEET ALONG THE EAST LINE OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN AND SOUTH 87°55'42" WEST 41.25 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22 TO THE POINT OF BEGINNING; ALSO LOCATED ON THE WEST RIGHT OF WAY LINE OF UTAH STATE HIGHWAY 121 ALSO 500 WEST STREET IN VERNAL CITY; THENCE SOUTH 02°28'57" EAST 152.00 FEET ALONG SAID RIGHT OF WAY AND PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 22; THENCE SOUTH 87°55'42" WEST 238.00 FEET PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 02°28'57" WEST 152.00 FEET PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 22; THENCE NORTH 87°55'42" EAST 238 FEET TO THE POINT OF BEGINNING. CONTAINING 0.83 ACRES, MORE OR LESS.

500 WEST - SURVEYED DESCRIPTION: THAT PORTION OF 500 WEST LOCATED EAST OF PARCEL 05:001:0044 AND WEST OF THE EAST LINE OF SECTION 22, T.4 S., R.21 E., S.L.B. & M. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED S02°28'54"E ALONG THE SECTION LINE, 764.11 FEET FROM THE NORTHEAST CORNER OF SECTION 22, T.4 S., R.21 E., S.L.B. & M., SAID POINT OF BEGINNING ALSO BEING LOCATED AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22 AND THE NORTH LINE EXTENDED OF PARCEL 05:001:0044; THENCE S02°28'54"E ALONG THE EAST LINE OF SAID SECTION, 152.00 FEET TO THE SOUTH LINE EXTENDED OF SAID PARCEL 05:001:0044; THENCE

S87°55'59"W ALONG THE SOUTH LINE EXTENDED OF SAID PARCEL 05:001:0044, 41.25 FEET TO THE WEST RIGHT OF WAY LINE OF 500 WEST; THENCE N02°28'54"W ALONG SAID RIGHT OF WAY LINE, 152.00 FEET; THENCE N87°55'59"E ALONG THE NORTH LINE EXTENDED OF SAID PARCEL 05:001:0044, 41.25 FEET TO THE POINT OF BEGINNING. CONTAINING 0.144 ACRE MORE OR LESS.

PART OF PARCEL 05:001:0040 - SURVEYED DESCRIPTION (PART OF ZONING MAP # 369) THE WEST 129.43 FEET OF PARCEL 05:001:0040 MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED THE FOLLOWING BEARINGS AND DISTANCES FROM THE NORTHEAST CORNER OF SECTION 22, T.4 S., R.21 E., S.L.B. & M.: S02°28'54"E ALONG THE EAST LINE OF SAID SECTION 22, 763.78 FEET, S87°31'06"W PERPENDICULAR TO THE EAST LINE OF SAID SECTION 22, 41.25 FEET AND S87°55'22"W PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, 238.00 FEET; THENCE S87°55'22"W PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, 129.43 FEET; THENCE N02°28'54"W PARALLEL TO THE EAST LINE OF SAID SECTION 22, 118.55 FEET; THENCE N87°55'22"E PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, 129.43 FEET; THENCE S02°28'54"E PARALLEL TO THE EAST LINE OF SAID SECTION 22, 118.55 FEET TO THE POINT OF BEGINNING. CONTAINING 0.352 ACRE MORE OR LESS.

SECTION 2. **Repealer.** All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the code are hereby repealed.

SECTION 3. **Severability.** The provisions of this ordinance shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid and it shall not affect the validity of any other provision of this ordinance or the application in a different circumstance.

***SECTION 4*. Effective Date.** This ordinance shall take effect the day after publication the ____ day of _____, 2020.

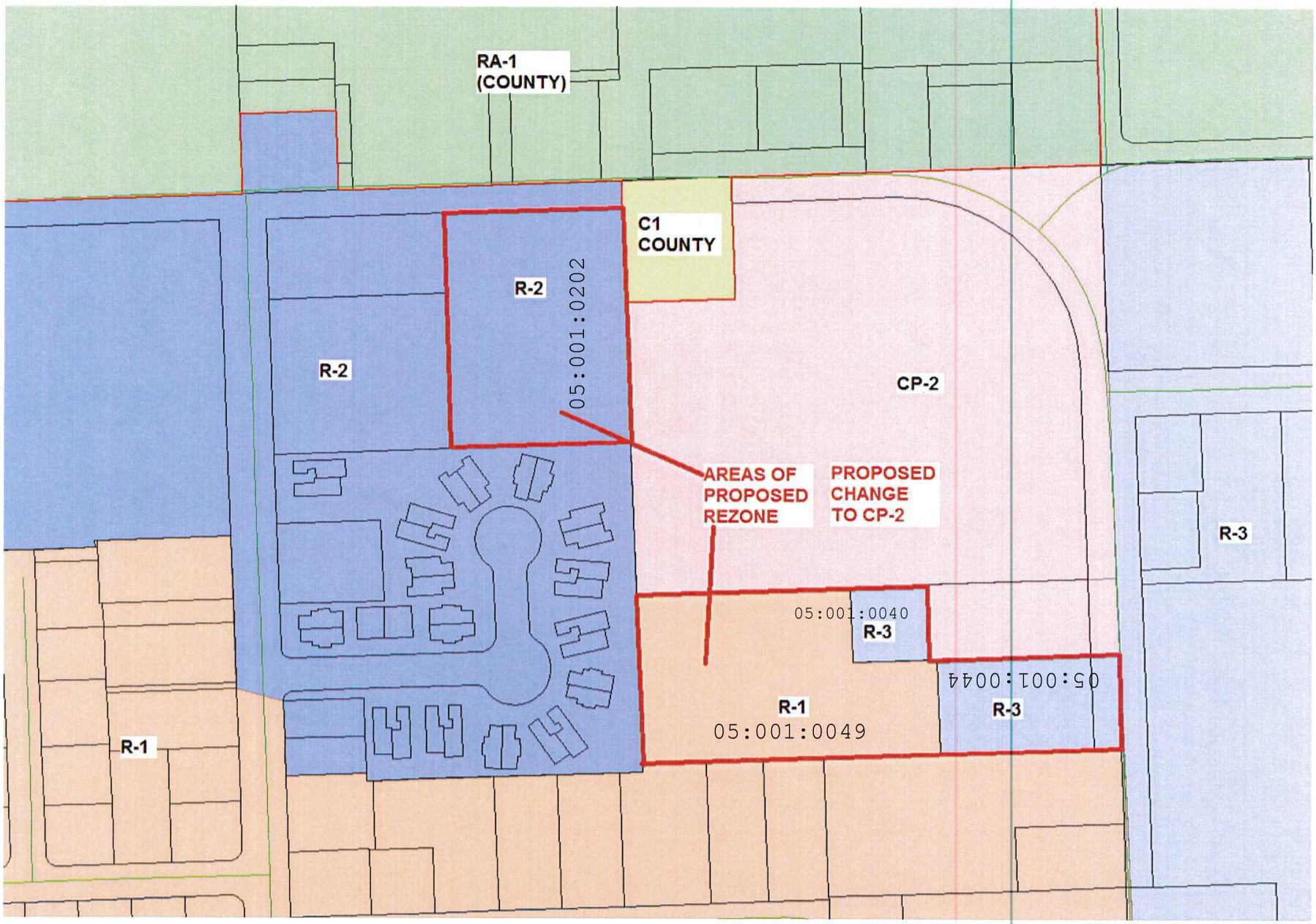
PASSED, ADOPTED AND ORDERED published this ____ day of _____, 2020.

_____
ATTEST: Mayor Doug Hammond

_____
Quinn Bennion, City Recorder

(S E A L)

Date of Publication: _____


RA-1
(COUNTY)
C1
COUNTY
R-2
05:001:0202
R-2
CP-2
AREAS OF
PROPOSED
REZONE
PROPOSED
CHANGE
TO CP-2
R-3
05:001:0040
R-3
05:001:0044
R-3
R-1
05:001:0049
R-1

UTILITY SERVICES
ASSOCIATES
Leak Detection & Solutions

July 9, 2020

City of Vernal
Attn: Quinn Bennion
78 North 500 East
Vernal, UT 84078

Dear Mr. Bennion:

We would like to thank you for this opportunity to submit this proposal for your consideration of a **Water System Proactive Maintenance Leak Detection Program for the City of Vernal, UT.**

We advocate furnishing a comprehensive leak survey of the area you designated. This will maximize our ability to find even smaller leaks.

The focus of this proactive maintenance program will be to survey in areas where leak detection will be the most effected. These areas include: 1) The oldest areas in the system. 2) Areas with a history of leaks repairs. 3) Areas where porous soil conditions inhibits leaks from surfacing.

We specialize in Leak Detection. We are not affiliated with any one manufacturer. Therefore, we can use whatever equipment and procedures meet your special needs. We constantly upgrade to the latest technology and methods to provide the most cost-effective service available. After reviewing information you provided, we are confident we can identify areas of water, lost through leakage, in the distribution system.

Our experienced Leak Consultants provide the highest degree of professionalism in the business. Our office staff has been with the company since its inception. We strive to help clients reduce their non-revenue water loss due to leakage in a cost-effective manner. When leaks are eliminated, the effects on loss management and conservation will ultimately outweigh the initial cost of our service. We are proud of our record with other communities, and suggest you contact at least a sampling of them to confirm our abilities.

We believe our unique qualifications and the services we can provide make us the best candidate for successfully fulfilling your leak detection needs. We look forward to the opportunity of assisting you with this important water conservation project. Our quotation and procedures and methods are attached for your review and are incorporated into the proposal.

We thank you for your interest and hope to see you in the near future.

Sincerely,
Cayd Mathiasen
Cayd Mathiasen
Consultant

916 W. CENTER ST. · KALISPELL, MT 59901 · 877-585-5325
WWW.LEAKDETECTIONSERVICE.COM

July 9, 2020
City of Vernal, UT

PROJECT SPECIFICS

The area we discussed for this leak survey and pinpointing project is approximately **76 miles** of distribution pipe, varying in sizes from **4"** through **12".** Pipe material consists of **mostly PVC.** Valve boxes are mostly accessible for easy contact of our equipment. Contact points (valves, hydrants or services, etc.) are within **250 feet** in most cases. The pressure varies from **45** PSI to **90** PSI**.** Non-Revenue Water (NRW) is **42%.** It is understood that pinpointing leaks on private service lines is not a part of this project. However, we will indicate which service lines are leaking whenever possible at no extra charge.

PRICING

The following prices are based on information provided to us as described above. Should actual conditions vary it may be necessary to adjust pricing accordingly.

Description	**Unit**	**QTY**	**Amount**	**Total**
Water Leak Detection Survey	mile	79	$355.76	$27,037.76
Mobilization Charges:				$1,302.00
Project Total				**$28,339.76**

The above is a minimum price and applies only when we are in the area. In the event services are desired when we are not in the area or mobilization to the area requires airfare, rental car, freight, etc., mobilization charges will be negotiated**. Any applicable state taxes will be added when service is performed.**

When calculating our fees for each project, we collect and analyze as much data and detail about the water system as possible. This allows us to propose a tailored program designed for each water system with the focus on detecting and pinpointing leaks using the most comprehensive and efficient survey possible for that specific system. On rare occasions, we start a project only to find out that the system data or system layout is significantly different than what was proposed. For example, there may be more PVC than proposed or the water loss is higher than indicated. PVC requires a much different methodology than other pipe materials and therefore, the time it takes to survey PVC is much longer. A higher water loss can mean more leaks and therefore more time to pinpoint than originally proposed. On some occasions we've been asked to survey small sections of the system, which are not located in a geographically efficient layout and therefore require considerably more time to complete.

While this can have a negative effect on any project, it has a much bigger impact on projects that are quoted by the distance (foot, mile, etc.). Since these projects are tied to a specific finish date, we may be required to modify or amend the project to a "daily" rate structure, allowing us to complete as much of the proposed work as possible, in the original amount of time allotted. In such a case, we will simply convert the rate proposed for the linear distance into a daily rate. Such changes will be in writing and amended to the contract.

Cayd Mathiasen	*Consultant*
Cayd Mathiasen	Title

TERMS

Daily rate is based on 8 hours per day, Monday through Friday. In the event an extension of days or footage is desired while we are on this project the additional charge will be at the same ratio as the above schedule. This project may be extended only if our schedule permits and upon approval of **City of Vernal**. In the event a reduction or extension of days or footage is desired, prior to our arrival please contact us for a review of the above pricing.

In order to expedite this project and to make sure you get the most effective water line survey for your investment, it will be necessary for you to supply a helper at all times who can assist our Leak Consultant with information regarding the water system. A helper will also ensure that no areas are missed during the survey and all possible methods are utilized to locate all lines accurately.

When quotes are based on a fixed price, in order to expedite the survey, it is necessary that preparation for service as outlined herein be adhered to. **During the course of the project, if system specifics differ from the information provided prior to pricing, it may be necessary to change the scope of the work in order to meet any time requirements.**

When the project is complete the Client will receive an electronic copy of the final report. If a hard copy is required there will be an additional charge of $25.00 for the first copy and $15.00 for any additional copies. The charge will be added to your invoice.

The Consultant will provide consulting services to the Client for a Leak Detection Project, which, together with the scope of services to be provided, is described in the <u>Procedures and Methods</u>, which is attached hereto and incorporated herein by reference.

It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. The Consultant will perform all work under this contract at the highest level of professional workmanship in its industry, however, USA cannot guarantee the detection of any leak. There is also no guarantee on pinpointing accuracy due to the many variables that effect pinpointing. As such, Client agrees to pay Consultant as outlined herein.

Should Consultant be required to operate appurtenances (system valves, services, hydrants, etc,) Client agrees to hold Consultant harmless for any damage that may occur when they are.

If USA and/or the Customer believes USA's employees potentially could be exposed to injury and/or illness, both Parties shall agree to a written protocol that advises USA's employees of the following (at a minimum):

- **Specific chemical hazards the Employee may be exposed to, and**
- **Protective and safety measures the Employee can use, and**
- **Steps the Customer can take to reduce the hazards, including: ventilation, respirators, presence of another Employee, and emergency procedures.**

CONTRACT TIME - Proposal price shall be held for 90 days from proposal date.

Mobilization Charges may be adjusted based upon changes in Airfare or rental car costs. Prices above do not include any applicable taxes. The cost of prevailing wage contract filings will be added to the final invoice.

PAYMENT – USA standard terms are net 30. A service charge will be assessed on past due or delinquent accounts at the rate of 1.5% per month.

If paying with a credit card, Visa or MasterCard, a convenience fee of 3% will be added at the time of payment.

End of Section

Procedures and Methods –Comprehensive Leak Survey
(Water Distribution Lines)

I. General

Utility Services Associates, LLC (hereafter referred to as USA) surveys for and pinpoints water leaks using the latest in leak detection technology available. We use a sonic leak detection sound amplification instruments in conjunction with a sensitive transducer to conduct system surveys. We use various sophisticated equipment from correlators down to ground microphones to pinpoint system leakage. We have pipe tracing and box locating equipment available with each mobile unit. Highly trained professionals operate our equipment. Our Water Loss Consultants undergo an annual audiogram (hearing test). Detailed Leak Reports with estimated gallons per minute (GPM) are supplied daily unless otherwise not needed. The USA Water Loss Consultant will discuss this with you prior to beginning the survey. A Final Report is provided on a monthly basis or at the completion of the project. The report includes an *Executive Summary* of the project, *Survey Review, Leak Reports* with data on each individual leak with a drawing of its location and a *Conclusion*.

II. Specifics

A. The first step in our survey is to review the distribution maps of our clients system for familiarization of the pipe network and available appurtenances (valves, services, hydrants, etc.) to be used as contact points. This initial review is helpful in developing the most efficient survey possible.

B. As the leak survey progresses, USA determines the distance that even quiet leak sounds travel in various pipe materials, pipe sizes and pressure zones in each area of the system. This may be done by slightly turning on fire hydrants, hose bibs, etc., creating a simulated quiet leak sound. Appurtenances in that area are then checked with a sound amplification instrument to see how far the simulated leak sound travels, thus determining how often USA will make contact with appurtenances in given sections of the water distribution system.

C. USA then conducts a comprehensive survey by making physical contact with available main line appurtenances (valves, hydrants, etc.) and selected customer services. USA uses a sonic leak detection sound amplification instrument designed for this purpose. **When surveying PVC pipe lines, USA will make contact with all available appurtenances.**

D. Contact is then made with pipe appurtenances at intervals no greater than 300 feet where contact points are available and accessible, or at pre-determined distances as noted in Paragraph B (whichever distance is necessary to obtain complete coverage).

E. When normal contact points are not available or can not be created within a reasonable distance, as described in Paragraph B, we will make an attempt to use a sonic ground listening instrument, making physical ground contact at intervals no greater than 6 feet directly over the pipe. If conditions do not allow this procedure, USA Water Loss Consultant will advise our client at time of project and will detail in the Final Report. If excessive ambient noise precludes the effectiveness of the ground listening device in an area during daytime hours, we will schedule this portion of the survey for nighttime hours. We will pre-approve these situations with our clients. (Ground listening devices are employed when ground cover is pavement, cement, or a similar had surface.) Direct contact to the main line at intervals outlined in Preparation for Service will result in the most thorough survey possible.

F. When ground cover is not a hard surface, probe rods will be used at 6 feet intervals when normal contact points are not available (as described in paragraph B). A sound amplification instrument with 10 V/g or greater (volts per "G") transducer is used with probe rods. Probe rods will be driven into the ground at a minimum of 6 inches directly over the pipe when ground conditions allow. We will pre-approve these situations with our clients. If this can't be done for any reason, we will advise at the time of the project.

G. If additional contact points are required to access the pipe with our equipment (in the event that standard procedures, mentioned above, can't be used) installation of permanent contact points is recommended. Guidelines will be provided, when required.

H. USA safety regulations do not allow the Water Loss Consultant to access any confined space, water lines located in any pit, underneath any facilities, manhole, vault or other area that may pose a hazard to USA personnel. Only the client's personnel shall be allowed, unless otherwise prohibited by client's safety regulations, to access such areas, provided such personnel has been properly trained and equipped to do so. In such cases, the Water Loss Consultant shall direct where probes, sensors or other equipment shall be placed. Sections of lines that cannot be safely accessed will not be surveyed and will be noted as such in the Final Report. When surveying mobile homes, the skirting must be removed prior to our arrival to allow shut-off valves to be accessed.

I. A detailed report of decibel levels at suspected leak sound locations and observations are compiled during the survey for reinvestigation and possible pinpointing at a later time. This reinvestigation is to increase the speed of the survey and will eliminate correlating on most false leak sounds (i.e. service draw).

J. All indications of leaks found during the survey will be verified a second time, after which the leak shall be pinpointed with a computer based leak sound correlator whenever possible. Pinpointing leak locations through interpretation of sound intensity, either by ear, decibel metering or other like methods, is not used when contact points are available and effective for use with the correlator.

K. The equipment utilized does not normally require valves to be operated during surveying and pinpointing. However, on occasion, curb stops or valves may need to be operated to eliminate service draw noises or to change velocity noise. The client

will do operation of appurtenances if required. If USA is asked to operate any appurtenances, USA will not be held responsible for any damages that may occur.

L. The correlator equipment used will have the capability to prompt the operator to input the variables when different pipe sizes and/or pipe materials are encountered in the same span to be investigated. This is necessary to ensure accuracy of results based on the automatic computation of the correct leak sound velocity in leak pinpointing operations. Our correlators have the capability of correlating up to six different pipe materials or diameters within the selected span. To insure effective performance in all field environments encountered in your distribution system (i.e. traffic noise, draw, pump operation, industrial noise, etc.) the correlator equipment provides 16 auto filter options and/or infinite manual filter options. **A correlator will be on site at all times during leak detection projects.**

M. Each leak will be classified according to size in gallons per minute (GPM) and hazard in order to aid in scheduling repairs. It should be noted that leak classification is not an exact science. In spite of the use of the most modern instrumentation, as well as complete training and experience by our Water Loss Consultant, it is impossible to determine the exact condition of underground piping without actually exposing the line. In view of this limitation, our classification (including estimated GPM loss) is intended as an aid in scheduling repairs based upon the information available, the Water Loss Consultant's judgment and site conditions at the time the leak report is being prepared. Variable factors beyond our control may alter this classification at any time. Once the leak is exposed for repair, the client may wish to revise the estimated GPM loss in order to establish a more accurate estimate of actual water loss for reporting purposes.

Leak Classifications are as follows:

Class 1. Any leak which is hazardous in terms of potential undermining, possibly resulting in surface collapse, encroachment and/or damage to nearby utilities, commercial or private properties or leaks severe enough to warrant immediate repair.

Class 2. All leaks that display water losses significant enough to be monitored on a regular repair schedule.

Class 3. Relatively small leaks that should be repaired as workload permits.

N. USA will furnish, to the client, daily Leak Reports and shall also furnish a Final Report within fifteen (15) business days from end of the project. (For Alaska, Hawaii, and all overseas projects, please allow twenty-one (21) business days for Final Report.) The Final Report includes:

1. **Executive Summary** showing individually recorded time for pinpointing/correlating, surveying and other time spent on the project. This summary also includes footage covered (when project is priced by the foot/mile), estimated gallons per minute (GPD) loss, types of leaks found, quantity of leaks found and remarks recommending improvements that may be made to the distribution system.

2. **Survey Review** explaining the procedures and methods used during this study.

3. **Leak Reports** with a detailed (computer generated) drawing showing each leak location that was pinpointed, the type of leak found, classification, approximated time spent pinpointing, an estimate of the GPM lost, cover type, if leak location was marked and computer justification when applicable. (This same leak report (field notes / hand drawn) shall be supplied daily to the client when leaks are located.)

O. If required, USA can modify or design any form to fit the client's needs.

P. Whenever the client repairs any leak detected by USA prior to completion of the field work, USA shall re-survey that section of the system to be sure no extremely quiet leaks were missed due to an over powering noisy leak sound or other variable.

USA will furnish a trained Water Loss Consultant, leak detection instruments, as well as all necessary equipment and tools to complete the survey and leak pinpointing.

Q. It is important to note that not all leaks create noise levels that can be detected using even the most sophisticated leak detection instrumentation. USA will perform all work at the highest level of professional workmanship in its industry; however, we cannot guarantee the detection of any leak.

R. The client will need to provide a qualified maintenance person to provide information to the consultant regarding the system and to located and operate valves, services, hydrants, etc. throughout the duration of the project. It is important to ensure that no portions of the system are inadvertently missed. A client representative is also needed to provide equipment such as flags, traffic cones, etc. to assist us in meeting local, state, and federal regulations in controlling vehicular traffic. Heavy traffic areas will be scheduled for nighttime hours to ensure man and equipment safety as well as reduce amount of ambient noise. However nighttime work is usually limited to a small part of the system.

Allred
Seal Coating
4735 W. Painted Hills Dr.
Vernal Utah 84078
435-790-6711

Bid to Seal coat & crack fill the 447 East Main in Vernal Utah for Vernal City.

The process to filling the cracks starts by cleaning the dirt out of and away from the crack's edge with high pressure air. Then the rubber is applied to the crack at a temperature of about 380. The crack product that we use is a Nuvo Elite D It is the recommended product for our temperature changes. It is made by Maxwell Inc. 650 S. Delong Street, Salt Lake City UT 84104. After that the seal coat is applied. The process of seal coating consists of power washing the pavement. The product is then pumped out of the tank and applied by squeegee or sprayed on. That when cured it forms a tough weather wear and uv resistant surface the results is beautiful deep black protected pavement. The seal coat we use is Tuff Coat made by Seal coat Supply Inc. 1735 W. 1000 N. Layton, UT 84041.

Seal coat $5,800
6/30/2020
Mark Allred 435-790-6711
Mark allred

PAID
JUN 30 20
VERNAL CI

DINO HALF MARATHON AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective between Vernal City ("City") and Runtastic Events ("Runtastic").

A. Runtastic is organizing and hosting the Dino Half Marathon ("Event") on July 18, 2020 in Uintah County;

B. To avoid public safety concerns arising from hundreds of small, private vehicles transporting the Event's runners up the canyon during pre-dawn hours on July 18, 2020, and to avoid parking issues within BLM land Runtastic and City desire for such transportation to occur via buses;

C. In order to, inter alia, promote public health and the benefits of physical exercise, City desires to co-sponsoring the Event for the purpose of providing bus transportation for the Event's runners; and

D. The parties desire to memorialize their agreement concerning such matters, and have determined that their entry into this Agreement is mutually beneficial.

NOW, THEREFORE, the parties agree as follows:

1. Buses. City agrees to secure 7 school buses from Uintah School District ("District") to transport runners, support personnel, etc. consistent with the Busing Plans to be provided by Runtastic. Such transportation shall begin at approximately 5:00 a.m. on May 11, 2018 from Maeser Elementary (2670 W 1000 N St, Vernal, UT 84078) to BLM Property on Dry Creek Settlement Road.

2. Payment for Use. Runtastic agrees to pay to City all costs related to the use of the 10 Uintah School District school buses, including, but not limited to rental, drivers and fuel. Said costs shall be paid no later than May 8, 2019. If the Fee is not so paid by Runtastic by that deadline, then City is excused from its obligation to perform under Section 1, above, and this Agreement shall be deemed terminated.

3. Insurance. City shall secure an automobile liability insurance policy or policies (hereinafter collectively referred to as the "Liability Policy") against claims for damage or injury to persons or property arising out of the Event, including, without limitation, the use of District's buses to transport runners up the canyon and their return down the canyon in connection with the Event. The Liability Policy shall be maintained on the minimum basis of $3,000,000.00 per occurrence and $3,000,000.00 per aggregate. District shall be named as an additional insured under the Liability Policy.

4. Payment for Insurance. Insurance shall be provided at the cost of Runtastic, paid to Insurance Provider at least three (3) business days before the Event. If the insurance is not so paid by Runtastic by that deadline, then City is excused from its obligation to perform under Section 1, above, and this Agreement shall be deemed terminated.

5. Indemnification. To the fullest extent permitted by law Runtastic will indemnify, hold harmless and, at the option of City, defend City, its Board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest from and against all claims, lawsuits, damages, losses and expenses, including but not limited to attorneys' fees and costs of litigation, or other liabilities or losses of any kind or nature whatsoever arising out of or in any way related to the use of District's school buses for the Event by City or Runtastic, or their respective employees, agents, volunteers, attendees, and invitees, including, without limitation, death or bodily injury to any passenger in a District vehicle, or damage or destruction to any property of either party to this Agreement. To the extent any part or portion of this indemnity is held to be unenforceable, the parties intend that that part or portion be reformed to be consistent with the law and public policy and that it be enforced to the fullest extent permitted by law and that all other parts be enforced.

6. Binding Agreement. This Agreement shall be binding upon and shall insure to the benefit of the successors and assigns of the respective parties.

7. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

8. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

9. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

10. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

11. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties.

12. Time of Essence. Time is of the essence in this Agreement.

13. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

14. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

All of the other paragraphs of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____, 2020.

VERNAL CITY CORPORATION

_____

By: Mayor Doug Hammond

ATTEST:

_____

Quinn Bennion, Vernal City Recorder

_____

By: Owner, Runtastic

Bus Use Indemnity Agreement between Uintah School District and Vernal City (governmental entity)

Pursuant to Legislative authorization in Utah Code Ann. §41-12a-301, the governmental entity, **Vernal City** (hereinafter "User"), and **Uintah School District** (hereinafter "the District") have agreed that User may use **7** (number) of the District's buses on **July 18, 2020**, for the purpose of **Dino Half Marathon Event**.

In consideration of the District's allowance of the school bus use, User agrees:

1) to indemnify, hold harmless and defend the District for any claim that arises from the school bus use including a claim directed at the District, unless the claim arises from the sole negligence of the school district, and, at the option of the District, to defend the District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, including the State of Utah Division of Risk Management, and any successors in interest, from and against all claims, lawsuits, damages, losses and expenses, including but not limited to attorneys' fees and costs of litigation, or other liabilities or losses of any kind or nature whatsoever arising out of or in any way related to the use of the District's buses by User, its employees, agents, volunteers, attendees, and invitees, including, but not limited to, death or bodily injury to any passenger in a District vehicle, or damage or destruction to any property of either party to this agreement;

2) to provide, prior to the use of the buses, a certificate of insurance to the District showing that User has owner's or operator's security as the primary insurer to cover the school bus use in an amount that is greater than or equal to the governmental immunity liability limits set forth in Utah Code Ann. §63G-7-604 and Rule R37-4-3 Limitations of Judgments by Calendar Date;

3) In the event a drivers other than those employed by the District are used during the period of use, User agrees to hire qualified and competent drivers for all trips and make any drivers of the school buses (including the District's drivers, if District drivers are used), agents of User and named insureds or permissive users under the User's policy. Any act, negligent, intentional or otherwise, of a driver during the use will be considered to be an act of User and not the District, and any such act will not be considered to be negligence of the District;

4) that the buses will not leave the State of Utah at any time or for any reason;

5) that User will reimburse the District in accordance with the schedule set by the District to include fuel, depreciation, and other incidentals, and User will not commit, nor suffer to be committed, any destruction or damage beyond reasonable wear and tear, shall maintain and return the buses in a clean and safe condition, and shall reimburse the District within thirty (30) days of receipt of a written invoice for any out-of-the-ordinary clean-up or damage incurred as a direct result of the User's use of the buses.

6) that the buses will not be rented or given by User to any third party, nor shall this agreement be assignable to a third party; and

7) that User shall have no recourse against District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest, and User waives on behalf of itself and its insurers, if any, any and all rights of recovery, including but not limited to subrogation rights, against District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest.

To the extent any part or portion of this indemnity agreement is held to be unenforceable the parties intend that that part or portion be reformed to be consistent with the law and public policy and that it be enforced to the fullest extent permitted by law and that all other parts be enforced.

This indemnity agreement is not intended to waive any defense available as to third parties under the Utah Governmental Immunity Act, Utah Code Ann.§ 63G-7-101 et. seq. and constitutes an integration of the entire understanding and agreement of the parties, and all prior negotiations, discussions, statements, agreements and understandings are merged herein and superseded hereby. Any statement, representation, warranty, promise or condition not specifically set forth herein, including exhibits, or any contractual rights set forth separately, not contained herein, shall not be binding upon any of the parties to this Indemnity Agreement.

Either party may terminate this Agreement at any time and for any or no reason by giving the other party at least thirty (30) days prior written notice.

Mark Rich _____ Date 7/6/2020
District

_____ Date_____
User