

SOUTH WEBER CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the **City Council of SOUTH WEBER CITY**, Utah, will meet in a regular public meeting on **TUESDAY, 15 NOVEMBER 2016** located at 1600 E. South Weber Dr., commencing at **6:00 p.m.**

PUBLIC MEETING:

6:00 p.m.

1. CONSENT AGENDA:

- Elected Official Assignments
- Westside Water Reservoir Project scope of work
- Caselle Timekeeper Module & Document Management Module

6:05 p.m.

2. ACTION ITEMS:

- a. Water Capital Facilities Plan – Replace lead-joint line at Canyon Dr. between 1375 East and 1300 East
- b. City's fleet vehicle lease agreement
- c. Snow Plow Replacement part for 2003 Dump Truck

6:50 p.m.

3. DISCUSSION:

- a. South Weber City Procurement Policy
- b. City Social Media Policy

7:45 p.m.

4. CITY COUNCIL REPORT(S) ON DESIGNATED RESPONSIBILITIES

7:50 p.m.

5. PUBLIC COMMENT: Please keep public comments to 3 minutes or less per person (no action to be taken)

7:55 p.m.

6. CLOSED SESSION- as per UCA § Section 52-4-205(1)(f): Discussion regarding deployment of security personnel, devices, or systems

8:15 p.m.

7. ADJOURN

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, FAXED OR POSTED TO:

CITY OFFICE BUILDING
CITY WEBSITE www.southwebercity.com

EACH MEMBER OF THE GOVERNING BODY
THOSE LISTED ON THE AGENDA

UTAH PUBLIC NOTICE WEBSITE www.pmn.utah.gov

DATE: November 10, 2016

CITY RECORDER: Elyse Greiner

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY
SOUTH WEBER CITY, 1600 EAST SOUTH WEBER DRIVE, SOUTH WEBER, UTAH 84405 (801-479-3177)

Agenda times are approximate and may be moved in order, sequence and time to meet the needs of the Council

ELECTED OFFICIAL ASSIGNMENTS

TAMMY LONG

COG

WFRC Committee, UDOT and UTA

RAB Committee

Commercial / Economic Committee Liaison

Sketch Plan

Employee Policy and Review 2nd, All Personal Related Issues, Policy and Reviews

Wasatch Integrated Waste Management Board

Central Weber Sewer Improvement District Board

Mosquito Abatement District Davis Board

SCOTT CASAS

Beautification Committee

Citizen Corp Council

County/State Emergency Agencies Liaison

Emergency Preparedness

Street, Walks, Traffic Signs, Street Lights

Trails /Weber Pathways Committee

Snow Removal 2nd

Public Safety 2nd

KENT HYER

Country Fair Days

Youth City Council

Job Corp Liaison 2nd

Trails /Weber Pathways Committee 2nd

Eagle Scout Projects/Youth Service Projects 2nd
Envision Utah 2nd

MARLENE POORE Budgeting and Finance/Audit Committee
Envision Utah
Utah League of Cities & Towns Legislative Committee
Employee Policy and Review 2nd All Personal Related Issues, Policy and
Reviews
Street, Walks, Traffic Signs, Street Lights 2nd
Citizen Corp Council 2nd

JOLENE SJOBLUM Elementary and Charter School Liaison
Eagle Scout Projects/Youth Service Projects
Job Corp Liaison
Country Fair Days 2nd
Gravel Pit Reclamation Committee 2nd
Sketch Plan 2nd

MERV TAYLOR Employee Policy & Review All Personal Related Issues, Policy and
Reviews
Gravel Pit Reclamation Committee
Public Safety
Public Relations
Snow Removal
Budgeting and Finance/Audit Committee 2nd

November 3, 2016

Mayor Long and City Councilmembers
South Weber City
1600 E. South Weber Dr.
South Weber, Utah 84405

Dear Mayor Long and City Councilmembers:

We appreciate the opportunity to present our findings from Task #1 of the Westside Reservoir Project. We have provided condensed version of the Technical Memorandum for your use. A full version of the memorandum can be found at City Hall.

Overall, we found the tank to be in fair to good condition; however, the geology and soils in the area are potentially problematic. Therefore, we recommend authorizing revised Tasks #2 and #4, which includes the design of the remediation measures for the existing tank plus a siting study for planning purposes for a future tank, as detailed in the attached revised Scope of Work. We have also revised the proposed fee to correspond with the new scope. To perform 90% design on all proposed remediation measures, the proposed fee is \$45,898.

The original agreement contained multiple tasks with a combined fee of \$49,820. This included evaluation of the existing tank, evaluation of remediation measures, 25% design of a new reservoir, and an option for a siting study. The following is a summary of the Project Management and Task #1 fees:

	Budget	Spent to Date
Project Management	\$ 2,622.00	\$ 1,872.00
Task #1	\$10,801.00	\$ 8,268.25
Total	\$13,423.00	\$10,140.25

If you have any questions, please feel free to contact me or Brandon Jones at 801-476-9767.

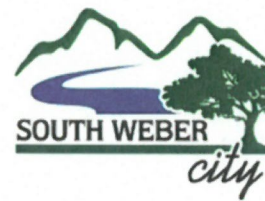
Sincerely,

 FOR

Dana Q. Shuler, P.E.

Project Engineer

Attachments: Task #1 Technical Memo (Condensed Version)
Revised Scope of Work Proposal for Tasks #2 and #4
Revised Proposed Fee for Tasks #2 and #4



Technical Memorandum

October 25, 2016

To: Mayor, Council Members, and City Staff
South Weber City

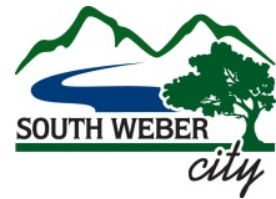
From: Dana Q. Shuler, P.E.
Jones & Associates

Re: Phase 1 – Condition Assessment of Existing Reservoir (Condensed)
Westside Water Reservoir Project



This memorandum contains the condensed results and recommendations of Task 1 – Condition Assessment of the Existing Reservoir for the above referenced project. The full version of this Technical Memorandum can be found on file with the City.

1. **Leak Test:** A 48-hour leak test was performed. The water level had dropped approximately 1.5-inches. This is the equivalent of 8,173 gallons of water lost in 48 hours, or 2.8 gpm.
2. **Access:** The access route to the tank involves travel over relatively flat gravel and steep dirt roads, and traversing a bridge over the Davis-Weber Canal. Access during inclement weather is questionable, and the bridge is in need of repair. A preliminary property investigation found no formal ingress/egress easements on record with Davis County.
3. **Property/Site:** The reservoir is located on the west end of the city, high on the hillside, adjacent to Hill Air Force Base ("HAFB"). Other adjacent landowners are Byram and Dad's Farm LLC. The 1.7 acre, triangular reservoir parcel of land owned by the City is surrounded on all sides by 6-ft tall chain link fence. The site lacks a formal driveway which makes turning around challenging.
4. **Geotechnical/Geological Assessment:** IGES performed a geologic hazard reconnaissance; the results are as follows: landslide and mass movement – HIGH; rockfall – low; surface fault rupture – low; earthquake-related ground shaking – HIGH; liquefaction – moderate; debris flow and flooding – low; shallow groundwater – moderate.
5. **Tank, Piping, and Appurtenances (Exterior):** The concrete reservoir is buried with soil mounded up on all sides and approximately six (6) inches of soil on top. Two (2) valve vaults contain valving that controls water between the 1 MG and 100,000 gal reservoirs and the distribution system. The drain line and overflow discharge into the canal. All of the piping appears to be very old. The top of the tank contains two (2) access hatches and four (4) gooseneck style, 10-inch welded steel pipe vents.
6. **Tank and Appurtenances (Interior):** An internal inspection was conducted. The two (2) vaults that provide access into the tank each contains a 20-ft tall ladder, both of which are rusted. There are no safety climb devices on either ladder. The tank's interior dimensions are 105.5-ft diameter by 17-ft



tall (16.5-ft to overflow), which results in a capacity of approximately **1,079,000 gallons**. Interior piping and fittings are severely rusted. The overflow weir box appears in good condition.

7. **Structural Assessment:** ARW Engineers performed a non-destructive (visual) evaluation and found “no evidence to suggest that the structural elements of the tank could not continue to support the water, snow, and other vertical loads for at least another 10 to 15 years.” However, the tank is not likely built to any seismic standard, and “of far bigger concern is the stability of the supporting soils when subject to seismic forces.”
8. **Controls/Instrumentation.** The 1 MG reservoir has a water level transducer which indicates the water level in the tank, pressure transducer which measures the pressure at the tank (directly corresponds to the level), and non-operational hatch sensors which, when operational, would alert the operators to an open hatch. There is currently no communication between the tank and the water source, the Weber Basin well.
9. **Growth Projections.** Pressure zones 1 and 2, which are serviced most directly by this tank, will likely see a projected growth rate near 4.0%. Based on this growth rate, unless a large water user or high demand fire flow building was to be built in zone 1 or zone 2, additional storage at this location would not be necessary until **2033**.
10. **Conclusions and Recommendation:** Overall, the reservoir appears to be in good condition, and its appurtenances appear to be in fair condition. With some rehabilitation and technological and safety upgrades, it is reasonable to expect another 10-20 years of service from this reservoir, as long as the current leak is controlled and barring any major catastrophes. However, the risk associated with the tank being on and near landslides should be taken into account.

Site/Reservoir Recommendations:

Recommended rehabilitation and improvements include, but are not limited, to the following:

1. Site/access improvements;
2. Sealing, or equivalent, of the tank’s interior;
3. Blasting and painting or replacing piping and appurtenances in the tank;
4. Replacing ladders with new ladders including safety devices;
5. Rehabilitating or replacing hatches to include spring-assisted arms;
6. Access and safety upgrades to vaults; and
7. Upgrade and/or addition of SCADA components.

Study Recommendations (Next Steps):

We recommend authorizing Task #2: Remediation Design of the Existing Reservoir (with modifications) in order to determine the best rehabilitation measures for the tank, appurtenances, and site. In order to give the full value of this task, we recommend including the geotechnical/geological testing and stabilization design in this task. We also recommend authorizing Task #4: Alternative Site Selection for the City’s use in future planning. See attached for proposed Revised Tasks #2 and #4 and Fee.

Acknowledgements: Special thanks to Mark Larsen and Bryan Wageman for assisting with the leak test and dry inspection, which required strategic coordination and operation of the water system while the 1 MG water reservoir was offline.

Revised Scope of Work Proposal for Tasks #2 & #4

South Weber City

--- Westside Water Reservoir Project ---

October 31, 2016

Overview

The investigation performed under Task #1 found the existing reservoir to be in relatively good condition. It is reasonable to expect 10-20 additional years of life from the existing tank when remediation measures are performed on the tank and site, barring any major catastrophes.

The following Revised Scope of Work includes a more thorough scope of work for the remediation tasks, as well as a site study to determine the best location for a future reservoir for planning purposes.

TASK #2: Remediation Design – Existing Reservoir

- Property Assessment: includes identification of additional property and/or easements needed for tank remediation and access to the existing site
- Geological Investigation
 - Geotechnical Investigation
 - Excavation and logging of a trench (or trenches) to determine bedding, depth to slip plane and nature of near surface deposits
 - Sampling and laboratory testing of soils to determine their engineering strength properties
 - Determination of seismic ground motion parameters
 - Preliminary slope stability modeling under static and seismic loading conditions
 - Conduct three exploratory borings, sampling and laboratory testing to refine stability modeling
 - Determination of lateral earth pressures for a buried tank, allowable bearing pressure, and estimation of total and differential settlement expected
 - Assess soil deposition, landslides and other conditions which could impact slope stability
 - Locate and sample potential slip planes associated with landslides
 - Test samples to assess the engineering characteristics of the subsurface soils and their suitability for use as backfill for proposed rehabilitation and/or construction
 - Testing to determine slope stability and lateral earth pressures
 - Atterberg Limits, gradation, in-situ moisture, density, and corrosivity
 - Limited strength testing (direct shear, triaxial or residual shear)
 - Corrosivity testing, including pH, sulfate content, resistivity and chloride testing
- Reservoir Remediation Investigation
 - Leak location investigation
 - Investigation of remediation options available and additional life expectancy (linings, crack sealing, etc.)
- Condition/criticality assessment
 - Seismic, leakage, life/safety, water quality, water system operation

- Remediation Design
 - Site improvements
 - Access road improvements
 - Structural Bridge Design
 - Tank and appurtenance improvements
 - Instrumentation/controls/SCADA upgrade recommendations (for use by City's SCADA provider)
- Cost-benefit analysis
- Cost estimates: construction cost estimate; potential cost impacts for various hazard remediation alternatives for existing tank
- Deliverables: Technical memorandum including geological/geotechnical report; tank remediation option cost estimates, preliminary design drawings; construction cost estimate [one (1) hard copy and one (1) electronic copy]; meeting to discuss memorandum and recommendations
- Note: This Task does not include a construction bidding package. At the completion meeting, we will review the recommended improvements, estimated costs, and cost-benefit analysis. Then, the City can authorize which improvements to include in a construction bidding package.

TASK #4 - ADDITIVE ALTERNATE: Alternative Site Selection – Replacement Reservoir

- Geological/geotechnical reconnaissance
- Property search within required elevation range
- Proximity evaluation
- Easements/property assessment
- Deliverables: Recommendation for new site; cost estimate [one (1) hard copy and one (1) electronic copy]; meeting to discuss recommendation

SCHEDULE

The following is a general estimate for the number of days required to complete each task. For more detail, see the attached proposed Task Schedule.

- Task #2 (Remediation Design)– 120 working days following authorization to proceed with Task
- Task #4 (Alternative Site Selection) – 30 days following authorization to proceed with Task (will run concurrently with Task #2)

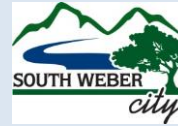


Jones & Associates				ARW		IGES
PROJECT MANAGER	PROJECT ENGINEER	DESIGNER/ DRAFTER	QA / QC	STRUCTURAL SUB. PRINCIPAL ENG.	STRUCTURAL SUB. DESIGN ENGINEER	GEOTECHNICAL SUBCONSULTANT

		TOTAL	TASK COST SUBTOTAL
	10	\$1,008	
	4	\$408	
	4	\$396	
	18	\$1,812	
	6	\$702	
	10	\$816	
	44	\$6,600	
	54	\$8,100	
	20	\$3,000	
	6	\$900	
	10	\$1,014	
	0	\$0	
	9	\$897	
	18	\$1,794	
	9	\$921	
	4	\$468	
	18	\$1,302	
	20	\$1,500	
	12	\$948	
	39	\$5,005	
	42	\$3,462	
	4	\$402	
	9	\$897	
	7	\$723	
	341	\$39,451	
	2	\$234	
	11	\$1,503	
	10	\$876	
	7	\$639	
	9	\$777	
	6	\$606	
	45	\$4,635	
	404		
		\$45,898	



South Weber City Corporation
Canyon Drive Waterline Replacement Project
Budgetary Cost Estimate



Project Location: Canyon Drive from the East end of the Cottonwood Cove Subdivision to 1375 East
Date: November 4, 2016


Item	Description	Quantity	Unit	Unit Price	Total Amount
1	8" Ductile iron water line	470	LF	\$56.00	\$26,320.00
2	8" Gate valve	1	EA	\$2,500.00	\$2,500.00
3	Connection to existing water line	2	EA	\$2,000.00	\$4,000.00
4	Abandon existing water line	1	LS	\$2,500.00	\$2,500.00
5	Furnish and install road base (10" thick)	40	ton	\$20.00	\$800.00
6	Furnish and install asphalt (3" thick)	10	ton	\$100.00	\$1,000.00
7	Mobilization	1	LS	\$4,500.00	\$4,500.00
				Subtotal =	\$41,620.00
				20% Contingency =	\$8,324.00
				TOTAL =	\$49,944.00

Memo

To: Mayor and Council
From: Mark McRae, City Treasurer
CC: Elyse Greiner, Tom Smith
Date: 11/10/2016
Re: Purchase of Budgeted software. – Consent Agenda

As discussed the City Council meeting on 11/8/2016, we have budgeted \$11,800 for the Timekeeper and Document Management software from Caselle. Attached is the latest proposal from Caselle.

We are requesting approval of the Caselle Software & Services Proposal for \$8,305.00 in One-time costs and the monthly increase in Software Assurance of \$218. The software Assurance includes maintenance and upgrades of the software, and the Document Management subscription.



Caselle® Software & Services Proposal

South Weber City, UT

November 10, 2016

(Valid for 90 days)

From:

Ryan Ellertson, Territory Manager
rje@caselle.com

Caselle® Software & Services Proposal
South Weber City, UT
November 10, 2016

Proposal Summary

Total Software License	\$2,700	
Annual Conference Discount	<270>	
Net Software License		\$2,430
Total Training		3,375
Total Setup		2,500
Total Investment		\$8,305

Software Assurance will increase by \$218 per month.

I have read and agree to purchase the items listed in this proposal.

Signature

Printed Name & Title

Date

Caselle® Software & Services Proposal
South Weber City, UT
November 10, 2016

Proposal Detail

<i>Caselle®</i> Application Software	License Fees	Training	Setup	Total
Timekeeping	\$2,700	\$375	\$500	\$3,575
Caselle Document Management	-	3,000	2,000	5,000
Sub Total	\$2,700	\$3,375	\$2,500	\$8,575
Annual Conference Discount	(270)	-	-	(270)
Grand Total	\$2,430	\$3,375	\$2,500	\$8,305

Note:

1. The training will take place at Caselle or online.
2. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.

Timekeeping Setup

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts with beginning dates, ending dates, and default hours.



Legacy Equipment Company
1220 South Legacy View Street
Salt Lake City, UT 84104
Phone: 801-975-0400
Fax: 801-975-7567
www.legacyeq.com

QUOTATION

Quote ID: GKE0000228

Page 1 of 2

1930
Customer: SOUTH WEBER CITY
1600 EAST SOUTH WEBER DR
SOUTH WEBER UT 84405

Quote Number: GKE0000228
Quote Date: 11/9/2016
Quote valid until: 12/9/2016

Contact: JASON TUBBS
Phone: 801-814-7330
Fax:

Salesperson: TERRY THOMPSON

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	<u>HENKE 38R11J - 11' REVERSIBLE SNOWPLOW</u> - 38" HIGH @ INTAKE - 3/16" STEEL, "INVERTED J" STYLE MOLDBOARD - (10) VERTICAL RIBS, NOTCHED FOR WATER DRAINAGE - (SSTE) SQUARE SPRING TRIP EDGE - ADJUSTABLE TENSION, TORSION TRIP-EDGE WITH FULL LENGTH, 1.875" DIAMETER TRIP SHAFT - MECHANICAL TRIP STOPS PREVENTS OVER STRESSING TRIP SPRINGS - HEAVY DUTY TUBULAR STEEL PUSH FRAME - DUAL A ARM LIFT WITH CENTRAL PIVOT POINT TO ACHIEVE PARALLEL LIFT - (3) THREE MATCHING 4" X 2" X 15 1/8" HYDRAULIC CYLINDERS: ONE FOR PLOW LIFT, TWO FOR PLOW POWER REVERSING - CUSHION VALVE TO RELIEVE PLOW POWER REVERSING CYLINDERS - 5/8" X 8" CARBON CUTTING EDGE - HENKE PARALLEL LIFT SYSTEM, (PLOW PORTION) - RUBBER SHIELD, RUBBER MARKERS - PLOW PAINTED ORANGE 1 EA MODIFY EXISTING FRONT PLOW HITCH FROM LATCHING LOCK SYSTEM TO SWING BOLT LOCKING SYSTEM FOR THE PLOW, INSTALLATION OF PLOW TO TRUCK ***DOES NOT INCLUDE NEW HOSES AND COUPLERS THAT MAY BE NEEDED IF CURRENT HOSES AND COUPLERS ARE NOT COMPATIBLE***		
Quote Total:			\$13,547.00
Sales Tax:			
Total Due:			\$13,547.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

- ♦ Price does not include chassis or equipment modifications that may be necessary due to unforeseen compatibility issues. Customer will be contacted for approval before any modifications are made.
- ♦ Paint, if applicable, will be matched as closely as possible. An exact match cannot be guaranteed.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ♦ Quote may not include all applicable Federal Excise Tax, Sales Tax or Delivery Fees.



Legacy Equipment Company
1220 South Legacy View Street
Salt Lake City, UT 84104
Phone: 801-975-0400
Fax: 801-975-7567
www.legacyeq.com

QUOTATION

Quote ID: GKE0000228

Page 2 of 2

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

Notes:

Memo

To: Mayor and Council
From: Mark McRae, Finance Director
cc: Elyse Greiner, Tom Smith
Date: November 10, 2016
Re: Vehicle purchase approval

As discussed in council meeting this week, I am requesting approval for the purchase of the following 3 vehicles and a two-year extension on the lease of the fourth vehicle. The 2 year lease on the new vehicle will be presented separately when I have the final figures. The budgeted amount and the actual amount requested for approval are the same.

2014 Dodge Ram 2500 ST	3C6TR5CT0EG143708	Mileage: 22955	\$17,000
2014 Dodge Ram 2500 ST	3C6TR5CT2EG143709	Mileage: 20088	\$17,000
2013 Chev 3500 REG C&C	1GBEKZC8902289690	Mileage: 29357	<u>\$22,250</u>
		PURCHASE TOTAL	\$56,250
2-year lease extension on 2014 Dodge Ram 2500 ST		3C6TR5HT8EG143707	
		Yearly lease cost	\$ 4,228

Attached is the original lease schedule with the end of lease purchase cost (depreciated value).

VEHICLE/EQUIPMENT LEASE SCHEDULE



between
HINCKLEY'S, INC., a Utah Corporation (dba **HINCKLEASE**) ("Lessor")
2305 S Presidents Drive Suite F
Salt Lake City, UT 84120
and
SOUTH WEBER CITY
1600 E South Weber Drive
South Weber, UT 84405

ANNUAL PAY

PO#

Lessor hereby leases to the Lessee named above, and the Lessee hereby leases from the Lessor, the vehicles/equipment described below upon the terms and conditions set forth herein and in the Master Lease Agreement dated 11/06/2013 between Lessor and Lessee. The Lessee and Lessor affirm and incorporate by reference the Master Lease Agreement which apply to this Vehicle/Equipment Lease Schedule as if included herein.

1. FIRST FULL ANNUAL LEASE PAYMENT

Start Date: 12/1/2013

2. **DESCRIPTION OF LEASED VEHICLES/EQUIPMENT:** Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, on terms and conditions herein provided and provided in the Master Lease Agreement aforementioned, these certain motor vehicles/equipment described as follows and hereinafter referred to as "Vehicles/Equipment" delivered to:

South Weber, UT

Year	Make	Model	VIN	START DATE	Term Date	(if Applicable) Odometer	Acquisition Cost	Depreciated Value
2014	DODGE	RAM 2500 ST	3C6TR5HT8EG143707	12/1/2013	11/30/2016	10	\$ 26,423.00	\$17,000.00
2014	DODGE	RAM 2500 ST	3C6RT5HT6EG143706	12/1/2013	11/30/2016	10	\$ 26,423.00	\$17,000.00

3. **LEASE TERM:** 36

4. **LEASE PAYMENT AND TERM:** Lessee agrees to accept the vehicles/equipment at the total annual/monthly lease payment hereinafter specified. Lessee agrees to pay each such payment in advance without deduction, setoff or counterclaim on or before the anniversary date each year lease is in force along with all fees specified herein and in the "Master Lease Agreement" aforementioned. Any payments not received as hereby specified will be subject to 1.5% or \$40.00 minimum monthly late charge assessed upon the first day of each month. Acceptance of late payments and/or imposition of late charges shall not constitute a change of terms of vehicles returned hereunder or a waiver of the Lessors rights.

Lessee agrees to pay Lessor charges due until Lessor, or it's specified agent, officially accepts full payoff of, or return of vehicle/equipment as follows:

Term: 36 Annual Rate per each \$4,227.95 Monthly Rate Each: \$ 352.33
Excess mile charge: \$ 0.20 per mile Monthly Mileage Allowance 1,500 Origination Fee \$119.00
Minimum term Lessee will retain vehicles/equipment: 365 days
Maximum term Lessee will retain vehicles/equipment: 1095 days
Premature Termination Factor: 352.33

Lessee agrees to pay mileage penalties as assessed by Lessor for vehicles returned exceeding a maximum odometer reading of:

5. **LICENSE AND REGISTRATION:** Lessee agrees to apply for title as directed by Lessor. Lessee agrees to bear all costs for and associated with same.

\$ 0 per each vehicle in the state of: UTAH

[Handwritten signature]

VEHICLE/EQUIPMENT LEASE SCHEDULE



between
HINCKLEY'S, INC., a Utah Corporation (dba **HINCKLEASE**) ("Lessor")
 2305 S Presidents Drive Suite F
 Salt Lake City, UT 84120
 and
SOUTH WEBER CITY
 1600 E South Weber Drive
 South Weber, UT 84405

ANNUAL PAY

PO#

Lessor hereby leases to the Lessee named above, and the Lessee hereby leases from the Lessor, the vehicles/equipment described below upon the terms and conditions set forth herein and in the Master Lease Agreement dated 11/06/2013 between Lessor and Lessee. The Lessee and Lessor affirm and incorporate by reference the Master Lease Agreement which apply to this Vehicle/Equipment Lease Schedule as if included herein.

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South Weber, UT				START	Term	(if applic.)	Acquisition	Depreciated
Year	Make	Model	VIN	DATE	Date	Odometer	Cost	Value
2014	DODGE	RAM 2500 ST	3C6TR5HT8EG143707	12/1/2013	11/30/2016	10	\$ 26,423.00	\$17,000.00
2014	DODGE	RAM 2500 ST	3C6RT5HT6EG143706	12/1/2013	11/30/2016	10	\$ 26,423.00	\$17,000.00
3)								
4)								
5)								
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11)								
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13)								
14)								
15)								
16)								
17)								
18)								
19)								
20)								

3. LEASE TERM: 36

4. **LEASE PAYMENT AND TERM:** Lessee agrees to accept the vehicles/equipment at the total annual/monthly lease payment hereinafter specified. Lessee agrees to pay each such payment in advance without deduction, setoff or counterclaim on or before the anniversary date each year lease is in force along with all fees specified herein and in the "Master Lease Agreement" aforementioned. Any payments not received as hereby specified will be subject to 1.5% or \$40.00 minimum monthly late charge assessed upon the first day of each month. Acceptance of late payments and/or imposition of late charges shall not constitute a change of terms of vehicles leased hereunder or a waiver of the Lessors rights.

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Maximum term Lessee will retain vehicles/equipment: 1095 days

Premature Termination Factor: \$352.33

Lessee agrees to pay mileage penalties as assessed by Lessor for vehicles returned exceeding a maximum odometer reading of:

5. **LICENSE AND REGISTRATION:** Lessee agrees to apply for title as directed by Lessor. Lessee agrees to bear all costs for and associated with same.

\$ 0 per each vehicle in the state of: UTAH

VEHICLE/EQUIPMENT LEASE SCHEDULE



between
HINCKLEY'S, INC., a Utah Corporation (dba HINCKLEASE)("Lessor")
2305 S Presidents Drive Suite F
Salt Lake City, UT 84120
and
SOUTH WEBER CITY
1600 E South Weber Drive
South Weber, UT84405

ANNUAL PAY

PO#

Lessor hereby leases to the Lessee named above, and the Lessee hereby leases from the Lessor, the vehicles/equipment described below upon the terms and conditions set forth herein and in the Master Lease Agreement dated 11/06/2013 between Lessor and Lessee. The Lessee and Lessor affirm and incorporate by reference the Master Lease Agreement which apply to this Vehicle/Equipment Lease Schedule as if included herein.

1. FIRST FULL ANNUAL LEASE PAYMENT

Start Date: 12/1/2013

2. DESCRIPTION OF LEASED VEHICLES/EQUIPMENT: Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, on terms and conditions herein provided and provided in the Master Lease Agreement aforementioned, these certain motor vehicles/equipment described as follows and hereinafter referred to as "Vehicles/Equipment" delivered to:

South Weber, UT

Year	Make	Model	VIN	START DATE	Term. Date	(if applic.) Odometer	Acquisition Cost	Depreciated Value
11) 2014	DODGE	RAM 2500 ST	3C6TR5CT0EG143708	12/1/2013	11/30/2016	10	\$ 26,423.00	\$17,000.00
21) 2014	DODGE	RAM 2500 ST	3C6TR5CT2EG143709	12/1/2013	11/30/2016	10	\$ 26,423.00	\$17,000.00
31)								
41)								
51)								
61)								
71)								
81)								
91)								
101)								
111)								
121)								
131)								
141)								
151)								
161)								
171)								
181)								
191)								
201)								

3. LEASE TERM: 36

4. LEASE PAYMENT AND TERM: Lessee agrees to accept the vehicles/equipment at the total annual/monthly lease payment hereinafter specified. Lessee agrees to pay each such payment in advance without deduction, setoff or counterclaim on or before the anniversary date each year lease is in force along with all fees specified herein and in the "Master Lease Agreement" aforementioned. Any payments not received as hereby specified will be subject to 1.5% or \$40.00 minimum monthly late charge assessed upon the first day of each month. Acceptance of late payments and/or imposition of late charges shall not constitute a change of terms of vehicles leased hereunder or a waiver of the Lessors rights.

Lessee agrees to pay Lessor charges due until Lessor, or it's specified agent, officially accepts full payoff of, or return of vehicle/equipment as follows:

Term: 36 Annual Rate per each \$4,227.95 Monthly Rate Each: \$ 352.33
Excess mile charge: \$ 0.20 per mile Monthly Milenge Allowance 1,500 Origination Fee \$ 119.00
Minimum term Lessee will retain vehicles/equipment: 365 days
Maximum term Lessee will retain vehicles/equipment: 1095 days
Premature Termination Factor: \$352.33

Lessee agrees to pay mileage penalties as assessed by Lessor for vehicles returned exceeding a maximum odometer reading of:

5. LICENSE AND REGISTRATION: Lessee agrees to apply for title as directed by Lessor. Lessee agrees to bear all costs for and associated with same.
\$ 10 per each vehicle in the state of: UTAH

VEHICLE/EQUIPMENT LEASE SCHEDULE



between
HINCKLEY'S, INC., a Utah Corporation (dba HINCKLEASE)("Lessor")
 2305 S Presidents Drive Suite F
 Salt Lake City, UT 84120
 and
SOUTH WEBER CITY
 1600 E South Weber Drive
 South Weber, UT84405

ANNUAL PAY

PO#

Lessor hereby leases to the Lessee named above, and the Lessee hereby leases from the Lessor, the vehicles/equipment described below upon the terms and conditions set forth herein and in the Master Lease Agreement dated 11/06/2013 between Lessor and Lessee. The Lessee and Lessor affirm and incorporate by reference the Master Lease Agreement which apply to this Vehicle/Equipment Lease Schedule as if included herein.

1 FIRST FULL ANNUAL LEASE PAYMENT

Start Date: 12/1/2013

2 DESCRIPTION OF LEASED VEHICLES/EQUIPMENT: Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, on terms and conditions herein provided and provided in the Master Lease Agreement aforementioned, these certain motor vehicles/equipment described as follows and hereinafter referred to as "Vehicles/Equipment" delivered to:

South Weber, UT

Year	Make	Model	VIN	START DATE	Term Date	(if applic.) Odometer	Acquisition Cost	Depreciated Value
2013	CHEV	3500 REG C & C	1GBKZC89DZ289690	12/1/2013	11/30/2016	10	\$ 32,517.00	\$22,250.00

3. LEASE TERM: 36

4. LEASE PAYMENT AND TERM: Lessee agrees to accept the vehicles/equipment at the total annual/monthly lease payment hereinafter specified. Lessee agrees to pay each such payment in advance without deduction, setoff or counterclaim on or before the anniversary date each year lease is in force along with all fees specified herein and in the "Master Lease Agreement" aforementioned. Any payments not received as hereby specified will be subject to 1.5% or \$40.00 minimum monthly late charge assessed upon the first day of each month. Acceptance of late payments and/or imposition of late charges shall not constitute a change of terms of vehicles leased hereunder or a waiver of the Lessors rights.

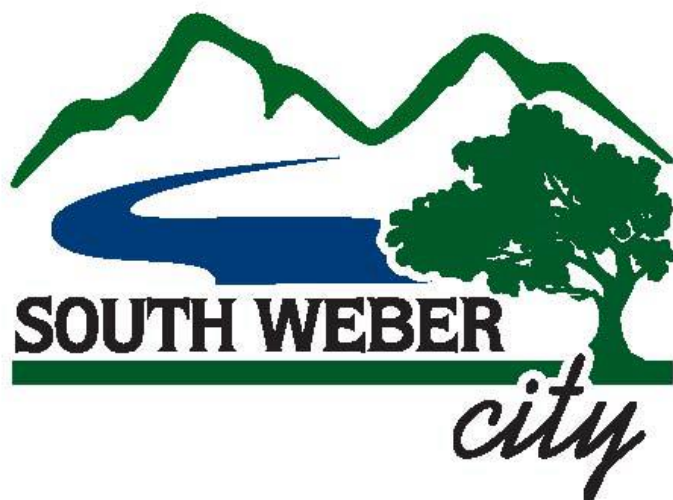
Lessee agrees to pay Lessor charges due until Lessor, or it's specified agent, officially accepts full payoff of, or return of vehicle/equipment as follows:

Term: 36 Annual Rate per each \$4,791.14 Monthly Rate Each: \$ 399.27
 Excess mile charge: \$ 0.20 per mile Monthly Mileage Allowance 833
 Minimum term Lessee will retain vehicles/equipment: 365 days Origination Fee \$ 119.00
 Maximum term Lessee will retain vehicles/equipment: 1095 days
 Premature Termination Factor: \$399.27

Lessee agrees to pay mileage penalties as assessed by Lessor for vehicles returned exceeding a maximum odometer reading of:

5. LICENSE AND REGISTRATION: Lessee agrees to apply for title as directed by Lessor. Lessee agrees to bear all costs for and associated with same.
 \$ 0 per each vehicle in the state of: UTAH

[Handwritten signature]



Procurement Policy
2016

SOUTH WEBER CITY

(As adopted by Resolution 16-11)

PROCUREMENT POLICY

- I. Purpose and Scope.**
- II. Laws and Regulations.**
- III. Definitions.**
- IV. Purchase Orders.**
- V. Approval, Review, and Verification.**
- VI. Formal Bidding Procedures.**
- VII. Informal Bidding Procedures.**
- VIII. Exempt Expenditures.**
- IX. Service Contracts and Professional Services.**
- X. Petty Cash.**
- XI. City Credit Cards.**
- XII. Disposal of Property.**
- XIII. Ethics.**

I. Purpose and Scope.

The purpose of this policy is to establish procedures and guidelines for the procurement of supplies, services, and construction for the City of South Weber, and to ensure that all such purchases, or encumbrances, are of acceptable quality and are made equitably, efficiently and economically. Additional purpose of this policy is to establish procedures for the disposal of City property. Any deviations from this policy must have prior approval, in writing, from the City Council.

II. Laws and Regulations.

(1) Expenditures, purchases and encumbrances for the City shall conform to the provisions of this policy and applicable provisions of State law. No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase, or encumbrance are available and the purchase is approved by the appropriate City official(s) as defined in section (V) of this policy, except for emergencies as provided in Section 10-6-129, Utah Code Ann., 1953 and as provided in section (VIII) (4) of this policy.

(2) Notwithstanding the provisions of subsection (1) above, whenever a purchase or encumbrance is made with State or Federal funds and the applicable State or Federal law or regulation is in conflict with this policy to the extent that following the provisions of this policy would jeopardize the use of those or future State or Federal funds, such conflicting provisions of this policy shall not apply and the City shall follow the procedures required by the State or Federal law or regulation.

(3) The City shall maintain records pertaining to purchases and encumbrances made under this policy in accordance with the Utah Government Records Access and Management Act.

III. Definitions.

As used in this Policy, the following words shall mean:

(1) “**City**” means the City of South Weber, Utah, ~~its council~~, and employees authorized by the City to make purchases for the City.

(2) “**Department Head**” means the executive director of a department (Public Works, Finance, Recreation, and Fire) that oversees the professional, administrative, and managerial duties pertaining to the operations and performance of their respective department.

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(3) “**Construction Projects**” means the process of building, renovating, altering, improving, or repairing public buildings or public works. “Construction Projects” does not mean the routine operation, repair, or maintenance of existing structures, buildings, or real property.

(4) “**Procurement**” means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise encumbering the City as a means of acquiring supplies, services, or construction, and all functions that pertain to the obtaining of supplies, services, or construction, including the solicitation of sources, selection, award, and all phases of contract administration.

(5) “**Professional Services**” means the furnishing of services for auditing, banking, insurance, engineering, legal, architectural, and other forms of professional consulting.

(6) “**Responsible Bidder**” means a person who submits a bid to furnish supplies, services or construction for the City pursuant to and in accordance with the terms and conditions of this policy and who furnishes, when requested, sufficient information and data to prove his or her financial resources, production or service facilities, service reputation and experience are adequate to the satisfaction of the City.

(7) “**Service Contract**” means any agreement for maintenance and services as may be required for the upkeep and repair of equipment, facilities, etc.

(8) “**Services**” means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. “Services” does not include employment agreements.

(9) “**Supplies**” means all property, including but not limited to equipment, materials, and printing. “Supplies” does not include real property or any interest therein.

IV. Purchase Orders.

~~Before orders may be placed~~ For the purchase of supplies, services or construction having a unit value of ~~\$54~~,000.00 or more, a Purchase Order, when deemed necessary, shall be submitted to

the City Manager, or designee, for approval, except in circumstances permitted by this policy (i.e. emergency purchases). The City Manager, or designee, shall review all Purchase Orders to ensure the expenditure requested is for a City purpose, funds are available to cover the expenditure, and the purchase is being made according to the purchasing rules and regulations contained herein. A Purchase Order shall not be required for service contracts entered into between the City and the contracted party which specify the cost of service.

V. Approval, Review, and Verification.

(1) Department Heads. Purchases with a value of more than ~~\$51,000~~ require approval by the Department Head, or designee. A Department Head, or designee, is responsible to verify the procedures set forth herein have been accurately followed prior to giving approval. Department Heads are responsible to ensure there are sufficient funds budgeted and available within their department's budget to cover the purchase(s) or encumbrance(s) to be made.

(2) City Manager. Purchases above \$5,000 ~~for non-budgeted items~~ require prior approval of the Department Head, or designee, and the City Manager, or designee. The City Manager, or designee, shall verify the procedures set forth herein have been accurately followed prior to giving approval, and shall ensure there are sufficient funds budgeted and available to cover the purchase(s) or encumbrance(s) to be made. ~~For items less than \$5,000 that are not budgeted for, require prior approval of the Department Head, or designee, and the City Manager, or designee.~~ The City Manager shall ensure there are sufficient funds available within the general fund to cover the purchase or encumbrance without exceeding the budget.

(3) City Council. Purchases of \$5,000 or more for items not budgeted for require the approval of the Department Head, or designee, City Manager, or designee, and the City Council. The City Manager, or designee, shall verify that the procedures set forth herein have been accurately followed prior to the City Council giving approval.

(4) Review. The City Manager, or designee, shall review all procurements or encumbrances made to ensure accuracy and compliance with this policy.

(5) Verification and Approval for Payment. The Department Head, or designee, shall verify that all goods and services have been satisfactorily received prior to payment.

VI. Formal Bidding Procedures.

(1) Determination. When the City intends to purchase capital equipment, undertake a building improvement or a construction project it shall cause:

- (a) plans and specifications to be made for the equipment, building improvement or public works project; and
- (b) an estimate of the cost of the equipment, building improvement or public works project to be made.

If the estimated cost of the equipment, building improvement or public works project exceeds the bid limits set forth in this section and if the City determines to proceed with the project, the City

shall follow the formal bidding procedures set forth in this section. If the estimated cost of the equipment, building improvement or public works project does not exceed the bid limits set forth in this section and if the City determines to proceed with the project; the City shall refer to the informal bidding procedures set forth in section (VII) of this policy.

(2) Type of Purchases and Bid Limits. The following are the types of purchases and bid limits for which formal bidding procedures apply.

- (a) Capital Equipment purchases estimated to cost \$25,000 or more.
- (b) Construction Projects estimated to cost \$25,000 or more.

(3) Plans and Specifications. The City shall cause plans and specifications to be prepared and approved prior to any advertisement for bids.

(4) Invitation for Bids. An invitation for bids shall be prepared by the City and shall, at a minimum, include the following:

- (a) a description of the goods or services to be purchased or work to be performed;
- (b) contract terms, conditions and bond requirements applicable to the purchase or work;
- (c) the criteria that will be used to evaluate the bid;
- (d) notification of the location where plans, specifications and other information may be obtained;
- (e) the time and place of the bid opening; and
- (f) the right of the City to reject any and all bids.

(5) Notice. At a minimum, public notice of the invitation for bids shall be published in accordance with State law. The need for additional notice shall be determined on a case-by-case basis.

(6) Amending Invitation. The City may amend, supplement, or cancel the invitation at any time prior to the opening of the bids when deemed in the best interest of the City.

(7) Sealed Bids. All bids received by the City shall be in sealed envelopes. The envelopes shall not be opened prior to the time set for opening of the bids, except as provided in Subsection (7).

(8) Correction of Bids. The City may permit correction or withdrawal of bids prior to any bid opening. After bid opening, no changes in bid prices may be permitted; however, the City, in its discretion and upon a showing of hardship by the bidder, may allow the withdrawal of a bid containing a substantial error. Any decision to permit the correction or withdrawal of bids shall be supported, in writing, by the City.

(9) Opening Bids. Bids shall be opened in public and in the presence of one or more documented witnesses at the time and place designated in the Invitation for Bids.

(10) Recording Bids. The total amount of each bid and the name of the bidder shall be read aloud as the bids are opened, and such information shall be recorded and open to public inspection.

(11) Evaluating Bids. At the time of opening, the bids shall be briefly evaluated by the City to determine the apparent lowest responsible and responsive bidder based on the criteria set forth in the Invitation for Bids (VI) (3).

(12) Determination. The City shall, within a reasonable time following the bid opening, determine the lowest responsible and responsive bidder and, when deemed necessary, may request additional information with respect to the responsibility of a bidder. The unreasonable failure of a bidder to promptly supply information or proof regarding responsibility may be grounds for a determination of non-responsibility and/or non-responsiveness of the bidder.

(13) Award. Following sufficient evaluation of the bids the City Council may later accept, reject, or modify the determination and thereupon award the contract or reject any and all bids.

(14) Cancellation and Rejection of Bids. The City reserves the right to cancel an invitation for bids or to reject any or all bids. Such cancellation or rejection shall be in writing. If, after cancellation or rejection of all bids, the City decides to make the purchase or encumbrance, it shall, when required by State law, repeat sections (3) thru (12) above. If after repeating sections (3) thru (12) above, no satisfactory bid is received, the City may proceed to negotiate or make the improvement or acquisition or enter such other agreements as it deems necessary or desirable.

(15) Tie Bids. If two or more bids received are for the same total amount or unit price, and all other criteria being equal, the City shall inform the tied bidders of the fact and invite new bids from those tied. The City shall then accept the lowest bid made by and after equal and fair opportunity to re-bid.

(16) Bonds. Prior to entering any contract hereunder, the City may require performance and payment bonds to be provided in such form and amounts as required by law and by the City as reasonably necessary to protect the best interest of the City.

(17) Exceptions. Any exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior, written approval by the Mayor, or designee. Exceptions include emergency repairs and expenditures that fall below the bid limits set forth in section (VI) (1).

VII. Informal Bidding Procedures (Quotes).

(1) Type of Purchase. The following are the types of purchases and amounts for which informal bidding procedures apply.

(a) Capital Equipment purchases estimated to be between \$2,500 and \$24,999.

(b) Construction Projects estimated to be between \$2,500 and \$24,999.

(2) Bidding Procedure.

(a) Invitation for Bids. When possible, the purchaser shall solicit a minimum of three (3) written bids. Such bids shall be recorded and kept by the City.

(b) Evaluation. The City shall review and evaluate the bids based on such criteria as deemed appropriate.

(c) Determination. The City shall determine the lowest responsible and responsive bidder and award the contract to such bidder.

(d) Bid Award. Prior to awarding the bid, the purchaser shall verify proper approval has been granted in accordance with the approval procedures set forth in section (V) of this policy.

(e) Exceptions. Exceptions to the procedures set forth in this section must be in the best interest of the City and must have prior, written, approval by the City Manager.

VIII. Exempt Expenditures.

The following expenditures shall be referred to as exempt expenditures and may be made with or without the formal or informal bidding procedures but shall be made with as much competition as practicable under the circumstances and in accordance with the approval policy in (V) of this policy.

(1) Minor. Expenditures amounting to less than ~~\$52,050~~\$500, unless otherwise deemed necessary or in the best interest of the City. It shall be unlawful to artificially divide a purchase or expenditure so as to constitute a minor expenditure under this subsection.

(2) Single Source. Expenditures for goods or services which, by their nature, are not reasonably adapted to award by competitive bidding. These expenditures include goods or services which can be purchased only from one source; contracts for additions to and repair and maintenance of equipment already owned by the City which may be more efficiently added to, repaired or maintained by a certain person or firm; and equipment which, by reason of the training of City personnel or an inventory of replacement parts, is compatible with the existing equipment owned by the City. Prior to any expenditure under this subsection, the City shall determine, in writing, that the requirements of this subsection have been satisfied.

(3) Professional Services. Professional services, by their nature, are not reasonably adapted to award by competitive bidding. Such services shall be obtained according to the guidelines of section (IX) of this policy.

(4) Emergency. Expenditures made under the existence of an emergency condition when unforeseen circumstances arise which threaten the public's health, welfare or safety, as provided by State law. Following an emergency expenditure, and as soon as practicable, a purchase order shall be filled out and submitted by the department for which the emergency purchase was made. Such purchase orders shall be treated as regular purchase orders and shall require the appropriate approval signatures as defined under section (V) of this policy.

(5) State Bidding. Expenditures for which competitive bidding or price negotiation has already occurred at the State level.

(6) Inter-local Cooperation. Expenditures made in conjunction with an agreement approved by resolution of the City Council between the City and another city or governmental entity.

(7) Other Exemptions. Additional exemptions may be granted by the City Council.

(8) Exceptions. In the event that a project should have a change order or a price variance due to unknown or unforeseen circumstances, conditions, and/or factors affecting the outcome of the project, the City Manager shall notify the council of any condition that would exceed 20% of the original bid/quote amount.

IX. Service Contracts and Professional Services.

Service Contracts and Professional Services shall be awarded at the discretion of the City based on the City's evaluation of the professional qualifications, service ability, experience, cost of services, and other applicable criteria as may be established. Prior to entering into a service contract, the City shall determine that it is within the best interest of the City to do so, and that as many providers as practical have been considered for the service. Approval of such contracts shall be in accordance with this policy and all aspects of the service contract shall be reviewed, by the City, prior to entering into any contract for goods and services. When reasonable, more than one proposal shall be submitted from prospective service providers. Once a service contract has been issued, the periodic payments do not require additional approval. from the City Manager, provided that said contract payments have been properly budgeted.

X. Petty Cash.

The City shall maintain a petty cash fund. The total amount of cash, vouchers and receipts in the petty cash fund shall not exceed three hundred dollars (\$300). The petty cash fund shall be kept in a locked box and maintained by the City Treasurer. Any employee receiving money from the petty cash fund shall sign a Petty Cash Voucher showing the amount received and an explanation of the intended use of the money. Within a reasonable time, after making the expenditure, the employee shall return any excess money to the petty cash fund and staple the receipt for the expenditure to the Petty Cash Voucher.

XI. City ~~Purchasing~~Credit Cards.

(1) Purchases. Employees/officials who have been issued a City ~~purchasing~~credit card may use such card for purchases and are encouraged, whenever possible, to use vendors with whom the City has an existing account. The card holder must deem that using the ~~purchasing~~credit card is in the best interest of the City and would expedite the purchase process. Purchases made with city ~~purchasing~~credit cards shall require a receipt for all purchases, and such receipt shall be turned in with the ~~purchasing~~credit card statement.

(2) Review. The City Treasurer shall review all credit card statements.

(3) Ethics. Departments and employees using City credit cards must abide by the ethics policy contained herein. Anyone found in violation of this policy may be subject to disciplinary action up to and including termination and may be subject to prosecution under the law.

(4) All employees who have access to a city credit card shall sign a credit card use agreement.

XII. Disposal of Property.

(1) Except as set forth in Subsection (2) below, all disposals, leases, or subleases of public property of the City shall be made, as nearly as possible, under the same conditions and limitations as required by this policy in the purchase of public property, provided the City may also authorize, at its discretion and under such terms and conditions as it may deem desirable, fair, and appropriate considering intended use, property tax value, and the interests of the City, the following:

- (a) the sale of any surplus property at public auction;
- (b) after the receipt of sealed bids,
- (c) the trade or exchange of any surplus property; and
- (d) the lease or sublease of any surplus property.

(2) Disposal, lease, sublease or exchange of public real property with an estimated value of greater than \$5,000 shall be made in compliance with the following requirements:

- (a) An appraisal shall be obtained establishing the fair market value of the property for lease, exchange or purchase;
- (b) The property shall be disposed of by the acceptance of sealed bids, at public auction, or by some other means of disposal reasonably calculated to obtain equivalent fair market value including, but not limited to, negotiated sale or exchange;
- (c) The City may consider the nature of the property to be disposed of, the interest of adjacent property owners and the proposed benefit to be derived by the bidder(s) in deciding how and to whom it will dispose of real property and such factors may be taken into account in determining the manner of disposal in the public interest;
- (d) Disposal of real property shall be in accordance with the requirements of state law.

XIII. Ethics.

(1) Officers or employees of the City having a direct or indirect pecuniary interest in any contract entered into by the City shall disclose such interest and all officers and employees are required to comply with applicable provisions of State law regarding ethics, including the Utah Municipal Officers' and Employees' Ethics Act, Utah Code Ann. 10-3-1301, et seq., as amended and adopted by the City.

(2) Personal Use. Purchases of supplies, services, or equipment by the City for personal use by officers or employees of the City are prohibited.

(3) Violation. Violations of this section by officers or employees of the City may be cause for disciplinary action up to and including termination, in accordance with the disciplinary procedures as set forth in the Personnel Policies and Procedures, as set forth by the city.

EMPLOYEE CONDUCT

Guidelines for Appropriate Conduct

As an integral member of the city team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that you refrain from any behavior that might be harmful to you, your coworkers, and/or the city, or that might be viewed unfavorably by current or potential customers or by the public at large.

Whether you are on duty or off, your conduct reflects on the city. Consequently, you are encouraged to observe the highest standards of professionalism at all times. It is the responsibility of each employee to comply with these standards, department policies and the supervisory instructions given to them for performance of their duties. Types of behavior and conduct that the city considers important include, but are not limited to, the following:

DUTY TO ACT LAWFULLY

This duty includes both knowing the law and following it.

DUTY OF ETHICAL CONDUCT AND LOYALTY TO THE CITY

This duty includes avoiding any activities which may conflict with city responsibilities; respecting and preserving city property and resources; maintaining official confidences; not abusing city time, benefits, or privileges of employment; and acting ethically and honestly in all matters which may reflect on the reputation of the city.

DUTY TO PROMOTE WORK EFFICIENCY AND MORALE

This duty includes being present, punctual, and fit for all assigned duties; acting competently; following supervisor instructions; respecting the personal health, dignity, reputation, property, and time of coworkers; reporting work place hazards and fostering safety; and promoting positive communication, good morale, and maximum efficiency within the organization.

DUTY OF SERVICE TO THE GENERAL PUBLIC

This duty includes promoting the health, safety, and welfare of the general public; displaying respect for members of the public; being diplomatic, helpful, and speaking truthfully; promptly removing or reporting public hazards; being conscious of and containing costs of government; and dressing and acting in a manner which encourages confidence in the city and its work force. Should your performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory in the judgment of the city, based on violations either of the above or any other city policies, rules, or regulations, you will be subject to disciplinary action, up to and including dismissal.

Computer and Network Use

In order to protect and secure the IT System, all employees must adhere to the following rules at all times. Questions regarding this policy and how it impacts your position should be directed to your supervisor or the IT division. Employees shall:

1. Use only city-owned devices that are configured or authorized by IT to directly access the city's network, file servers, equipment, software, and communication systems. Personal devices may access these systems remotely using the Thin Client or the Internet.
2. Receive approval from IT before installing software or hardware to a city-owned device.
3. Limit system activity to business purposes or personal use approved by a department head.
4. Not send confidential, protected or private data outside the city network or introduce mobile media, such as USB devices, into the IT System or a city-owned device if the employee believes there is a reasonable risk that the data will fall into the hands of unintended or unauthorized recipients, or that the mobile media devices may cause harm to the city, the IT System, or a city-owned device.
5. Not perform any of the following actions: break into the account or files of another person without authorization, crack or attempt to crack passwords, disrupt service, disable or circumvent software or controls intended to safeguard the IT System or the city, access data in the IT System to which you do not have authorization, or engage in any other activity with the intent to or which has the effect of compromising the IT System.
6. Use strong passwords in your system log-in.
7. Challenge unknown or unauthorized individuals in your secure work area or report them to a supervisor, the Police Department, or the Administration.
8. Comply with applicable law, license agreements, the city IT Policy, and any other department or city policies.

Email Use: The city email system, city-owned devices used in its operation, and the data on city devices are, except as otherwise provided by law, the property of the city, to be used for the purposes of conducting city business. At no time should an employee expect privacy (i) in using the IT system, including use of a private e-mail account on a city owned device, or (ii) in using city email on a private device. An employee's use of the IT System is not a right, and may be interrupted, restricted, or terminated at any time, and should not interfere with the performance of an employee's assigned duties, nor cause damage to the city. Email messages and information on the IT System are subject to public records laws. Your emails on the IT System may be made public including personal email. All city business related data, irrespective of form on a private device is also considered city property and is subject to public records laws. You should use caution in transmitting email containing confidential or private information. Even when email is deleted, the email will usually be retained somewhere on the city network or in backup media as required by State law, and can be made public. The city reserves the right to review the content of all email messages on the IT system and to monitor email use but is under no obligation to do so. It is grounds for disciplinary action and potential personal liability of the employee to use email or other messaging services to transmit defamatory, fraudulent, illegally threatening, obscene, intimidating, harassing, discriminatory, derogatory, sexually explicit, or other

illegal or improper messages or images, including the illegal transmission of copyrighted material, fundraising efforts not approved by a department head, the CAO or an Assistant CAO, or the solicitation for, or the operation of, a business. Unless authorized by a department head, avoid the use of the city's email system for personal correspondence. If personal email use becomes necessary while at work, use a personal email account.

Internet Use: Use of the Internet is not private and may be monitored for compliance with this policy. Questions regarding the use of the Internet should be directed to your department head. The following generally defines what is an appropriate and an inappropriate use of the Internet:

1. City-business related use of the Internet is allowed. There should be a correlation between your job and your use of the Internet. Employees must obtain approval from their department head to use the Internet.

2. Time spent searching the Internet should be done quickly and efficiently.

3. Personal use of the Internet is allowed on personal time only. Personal time is determined by your department head.

4. Personal use of the Internet during regular working hours should be minimized and is subject to department restrictions.

5. Internet sites or any software program that contains or displays pornographic or information that is sexual in nature shall not be accessed by employees at any time using the city's Internet connection except in the case of a formal law enforcement activity or other investigation, approved by the City Manager and Mayor.

6. Device or Internet games are not to be played at any time.

SOCIAL MEDIA ACCEPTABLE-USE POLICY

General Policy Statement:

Social media has changed the way people communicate. Social media can take many different forms, including internet forums, blogs and microblogs, chat rooms, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music-sharing, and voice over IP, to name just a few. Examples of social media applications are LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Yelp, Flickr, Second Life, Yahoo groups, Wordpress, ZoomInfo – the list is endless. South Weber City views social media and networking sites as powerful tools to strengthen its brand. Social networking platforms may allow employees to improve communication by disseminating information among employees in a more efficient manner, resulting in increased productivity. However, it is the right and duty of South Weber City to protect itself from unauthorized disclosure of information. Moreover, employees should be aware that unwise or inappropriate use of social media can negatively impact South Weber City. Employees who violate this policy may receive consequences relative to their employment together with discipline up to and including termination.

When employees participate in social networking, they represent both themselves personally and South Weber City. It is not the City's intention to restrict an employee's ability to have an online presence and to mandate what the employee can and cannot say. South Weber City believes social networking is a very valuable tool for facilitating open communication, establishing an effective recruitment tool, improving business reputation with minimal use of advertising, and directing interested people to specific web sites. South Weber City advocates the responsible involvement of all City employees in this space. While the City encourages this online collaboration, the City hereby provides its employees with the City policy and set of Guidelines for appropriate online conduct and to avoid the misuse of this communication medium.

Guidelines:

1. Employees should post content that reflects positively on them. Be aware not only of the content that is posted but of any content that is hosted, e.g., comments posted by others on the employee's site. Content you host can have the same effect as content you post.
2. Beware of comments that could reflect poorly on you and the City. Speak respectfully about South Weber City's current, former and potential citizens, customers, partners, employees, elected officials, and vendors. Social media sites are not the forum for venting personal complaints about supervisors, co-workers, or the City. Do not post obscenities, slurs or personal attacks, or engage in name-calling or behavior that will reflect negatively on you or South Weber City's reputation.
3. Though you may only intend a small group to see what you post, a much larger group may actually see your post. Be aware that your statements may be offensive to others, including coworkers.
4. South Weber City and other employers may use social media to evaluate applicants. Choosing to post distasteful, immature, or offensive content may eliminate job or other opportunities.
5. Once you have posted something via social media, it is out of your control. Others may see it, repost it, save it, and forward it to others. Retracting content after you have posted it is practically impossible.
6. You are not anonymous when you make online comments. Information on your networking profiles is published in a very public place. Even if you post anonymously or under a pseudonym, your identity can still be revealed.
7. Do not click on suspicious links. A simple click on a received link or a downloaded application can result in a virus infecting your computer and the network. Pay careful attention when providing personal information online.

Specific Policies:

1. Unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf of South Weber City. If an employee posts content concerning South Weber City to personal networking sites and is speaking about job-related content or about the City, the employee shall make it clear that they do not represent the City and that the content being posted does not represent the views of the City. Employees are responsible for the content they post.
2. Employees may not post any confidential, sensitive or proprietary information, or personal employee and nonemployee information, about South Weber City or any of its clients and candidates.
3. Employees may be subject to action by South Weber City for posting or promoting content that has an adverse, disruptive, or discrediting impact on the City. This action may range from a warning to termination from employment.

SOCIAL NETWORKING

City employees participating on internet social networking sites (MySpace, Facebook, Twitter, etc.), must use appropriate discretion to not discredit themselves or the City. To achieve and maintain the public's highest level of respect, City employees are expected to follow the standards of conduct below whether on or off duty:

- Except in the performance of an authorized duty, employee use of department phones, computers or other electronic devices to access social networking sites (Facebook, MySpace, etc.) blogs or bulletin boards is prohibited.
- Except in the performance of an authorized duty, City employees shall not post, transmit, reproduce, and/or disseminate information (text, pictures, video, audio, etc.) to the internet or any other forum (public or private) that would tend to discredit or reflect unfavorably upon the City or any of the City's employee's or elected officials.
- Employees are prohibited from posting, transmitting, and/or disseminating any pictures or videos of official department training, activities, or work related assignments without the express written permission of their Department Director and City Manager.
- Employees are prohibited from disclosing, through whatever means, any information, photograph, video or other recording obtained or accessible as a result of employment with the City for financial or personal gain, or any disclosure of such material without the expressed authorization of their Department Director and City Manager.
- Employees must ensure that any content disseminated is consistent with South Weber City's Harassment Policy.
- Employees are prohibited from posting content that is inconsistent with their duties and obligations and that tends to compromise or damage the mission, function, reputation, or professionalism of South Weber City or its employees.
- Employees must exercise caution when posting or responding to information, or reflecting agreement or support of an existing posting, as doing so may be interpreted as an endorsement thereof, which may be inconsistent with one's duties and responsibilities as a City employee generally, or with the employee's specific duties and responsibilities.
- Employees shall remove any content in a reasonable and prompt manner that is in violation of this policy and/or posted by others from any web page or website maintained by the employee.
- Employees forfeit any expectation of privacy with regard to anything published or maintained through file-sharing software or any internet site open to public view (e.g., Facebook, MySpace, etc.)

Remember, posted content has the potential to be shared broadly, including individuals with whom you did not intend to communicate. Employees are strongly discouraged from posting information regarding off-duty activity that may bring their reputation into question. Violations of this policy may subject an employee to disciplinary action, up to and including termination.

Nothing in this policy is intended to prohibit or infringe upon any employee's communication, speech, or expression that has been clearly established as protected or privileged.

Social Media Guidelines for Employees

The information below was written by the Department of Technology Services and can be accessed from their web site [DTS Utah Technical Standards and Architecture](#).

View the [online version](#) of the State of Utah Social Media Guidelines, 4300-0029, October 12, 2009.

Introduction

Social media is content created by people using highly accessible Internet based publishing technologies. Social media software tools allow groups to generate content and engage in peer-to-peer conversations and exchange of content (examples are Blogger, Twitter, Wikispaces, YouTube, Flickr, Facebook, etc.)

The decision to utilize social media technology is a business decision, not a technology-based decision. It must be made at the appropriate level for each department or agency, considering its mission, objectives, capabilities, and potential benefits. The goal of the Department of Technology Services (DTS) is not to say “No” to social media websites and block them, but to say “Yes”, with effective and appropriate information assurance, security, and privacy controls. The decision to authorize use of social media websites is a business decision.

The purpose of this document is to provide guidelines for use of social media at the State of Utah. Agencies may utilize these guidelines as a component of agency policy development for sanctioned participation using Social Media services, or simply as employee guidelines. If you are a State employee or contractor creating or contributing to blogs, microblogs, wikis, social networks, virtual worlds, or any other kind of social media both on and off the utah.gov domain, these guidelines are applicable. The State expects all who participate in social media on behalf of the State, to understand and to follow these guidelines. These guidelines will evolve as new technologies and social networking tools emerge.

Engagement

Emerging platforms for online collaboration are changing the way we work, and offer new ways to engage with customers, colleagues, and the world at large. It is a new model for interaction and social computing that can help employees to build stronger, more successful citizen and agency business relationships. It is a way for state employees to take part in national and global conversations related to the work we are doing at the state.

If you participate in social media, follow these guiding principles:

- Ensure that your agency sanctions official participation and representation on social media sites.
- Stick to your area of expertise and provide unique, individual perspectives on what is going on at the state, and in other larger contexts.
- Post meaningful, respectful comments. Do not post spam and/or remarks that are off-topic or offensive.
- Pause and think before posting. Reply to comments in a timely manner, when a response is appropriate.
- Respect proprietary information, content, and confidentiality.

- When disagreeing with others' opinions, keep it appropriate and polite.
- Ensure that your participation is consistent with the provisions of Utah Administrative Rule [R477-9. Employee Conduct](#).
- Participation must comply with the posted [Privacy Policy](#) of the State.
- Know and follow the State's [Acceptable Use Policy](#), Information Protection 5000-1700, and Confidential Information 5000-1701 policies.
- Use social media collaboration tools explicitly authorized in the state's Internet based [Collaboration Tools Standard](#).
- Follow applicable agency social media policies.

Rules of Engagement

- **Transparency.** Your honesty will be quickly noticed in the social media environment. If you are blogging about your work at the state, use your real name, identify that you work for the State of Utah, and be clear about your role. If you have a vested interest in something you are discussing, be the first to point it out.
- **Judicious.** Make sure your efforts to be transparent do not violate the state's privacy, confidentiality, and any applicable legal guidelines for external communication. Get permission to publish or report on conversations that are meant to be private or internal to the state. All statements must be true and not misleading and all claims must be substantiated and approved. Never comment on anything related to legal matters, litigation, or any parties the state may be in litigation with without the appropriate approval. If you want to write about other government entities, make sure you know what you are talking about and that you have any needed permissions. Be smart about protecting yourself, your privacy, and any sensitive or restricted confidential and sensitive information. What is published is widely accessible, not easily retractable, and will be around for a long time, so consider the content carefully.
- **Knowledgeable.** Make sure you write and post about your areas of expertise, especially as related to the state and your assignments. If you are writing about a topic that the state is involved with but you are not the state expert on the topic, you should make this clear to your readers. Write in the first person. If you publish to a website outside the state, please use a disclaimer something like this: "The postings on this site are my own and do not necessarily represent the State of Utah's positions, strategies, or opinions." Respect brand, trademark, copyright, fair use, disclosure of processes and methodologies, confidentiality, and financial disclosure laws. If you have any questions about these, see your agency's legal representative. Remember, you are personally responsible for your content.
- **Perception.** In online social networks, the lines between public and private, personal and professional are blurred. By identifying yourself as a state employee, you are creating perceptions about your expertise and about the state by legislative stakeholders, customers, business partners, and the general public, and perceptions about you by your colleagues and managers. Be sure that all content associated with you is consistent with your work and with the state's values and professional standards.

- **Conversational.** Talk to your readers like you would talk to people in professional situations. Avoid overly “composed” language. Bring in your own personality and say what is on your mind. Consider content that is open-ended and invites response. Encourage comments. Broaden the conversation by citing others who are commenting about the same topic and allowing your content to be shared or syndicated.
- **Excitement.** The State of Utah is making important contributions to the state and nation, to the future of government, and to public dialogue on a broad range of issues. Our activities are focused on providing services and on government innovation that benefits citizens and stakeholders. Share with the participants the things we are learning and doing, and open up social media channels to learn from others.
- **Value.** There is a lot of written content in the social media environment. The best way to get yours read is to write things that people will value. Social communication from the state should help citizens, partners, and co-workers. It should be thought-provoking and build a sense of community. If it helps people improve knowledge or skills, build their businesses, do their jobs, solve problems, or understand the State better, then it is adding value.
- **Leadership.** There can be a fine line between healthy debate and incendiary reaction. Do not denigrate others or the state. It is not necessary to respond to every criticism or barb. Frame what you write to invite differing points of view without inflaming others. Some topics, like politics, slide easily into sensitive territory. Be careful and considerate. Once the words are out there, you cannot get them back. Once an inflammatory discussion gets going, it is hard to stop.
- **Responsibility.** What you write is ultimately your responsibility. Participation in social computing on behalf of the state is not a right but an opportunity. Treat it seriously and with respect. Follow the terms and conditions for any third-party sites.
- **Pause.** If you are about to publish something that makes you even the slightest bit uncomfortable, do not post the statement. Take a minute to review these guidelines and try to figure out what is bothering you, then fix it. If you are still unsure, you might want to discuss it with your manager or agency legal representative. Ultimately, what you publish is yours, as is the responsibility, and any possible repercussions.
- **Mistakes.** If you make a mistake, admit it. Be upfront and be quick with your correction. If you are posting to a blog, you may choose to modify an earlier post. Make it clear that you have done so.

Moderating Comments

In some social media formats such as Facebook, Blogs, Twitter responses, etc., you may encounter comments which cause you concern as a moderator or responsible party. If user content is positive or negative and in context to the conversation, then the content should be allowed to remain, regardless of whether it is favorable or unfavorable to the state. If the content is ugly, offensive, denigrating and completely out of context, then the content should be rejected and removed.

Attribution

Portions of these guidelines have been adapted, with permission, from Intel’s Social Media Guidelines.

Guiding Principles for Engagement

- [Acceptable Use Policy](#)
- [Collaboration Tools Standard](#)
- [Privacy Policy](#)
- [Utah Administrative Rule R477-9. Employee Conduct](#)

References

- [GSA Social Media Handbook](#)
- [GSA Social Media Policy](#)
- [IBM Social Media Guidelines](#)
- [Intel Social Media Guidelines](#)
- [Web 2.0 Governance Policies and Best Practices](#)