

26227 01 AB 0.409 107-0
 TOWN OF STOCKTON
 TOWN HALL
 PO BOX 240
 STOCKTON UT 84071-0240



Inquiries? Call your Business Solutions Team
 Toll free 1-866-870-3419,
 M-F, 7am-7pm MT
 rockymountainpower.net



BILLING DATE: Mar 21, 2019
 ACCOUNT NUMBER: 33458146-001 4
 DUE DATE: Apr 12, 2019
 AMOUNT DUE: \$1,148.82



Your Balance With Us

Previous Account Balance	1,167.26
Payments/Credits	-1,167.26
New Charges	+1,148.82
Current Account Balance	\$1,148.82

Payments Received

DATE	DESCRIPTION	AMOUNT
Mar 19, 2019	Payment Received - Thank You	1,167.26
Total Payments		\$1,167.26

To better serve you, we're updating the look of our bill alert emails over the next few months. The new emails give you easy access to your bill, your energy usage graph and more. Go paperless at rockymountainpower.net/paperless.

Looking for other ways to pay?
 Visit rockymountainpower.net/pay for all your options. You can choose to pay on your device using our mobile app, on our website, at a pay station in your community, or pay over the phone by calling 1-888-221-7070.

Summary of Account Activity

ITEM 1 ELECTRIC SERVICE	18 N Johnson St # 105 Stockton UT Commercial Utah General Service Schedule 23 METER # 51304115	TH	140.69
ITEM 2 ELECTRIC SERVICE	207 Connor St Stockton UT Schedule 23 METER # 51373484	F.D.	138.40
ITEM 3 ELECTRIC SERVICE	43 N Connor Ave # 550 Stockton UT Commercial Schedule 23 METER # 51408220	T. Groff	49.33
ITEM 4 ELECTRIC SERVICE	Streetlights Stockton UT Hps 100 Watt - Company Owned Schedule 11	St. Lights	522.04
ITEM 5 ELECTRIC SERVICE	Streetlights Stockton UT Hps 100w - Cust Own Part Maint Schedule 12P		46.71
ITEM 6 ELECTRIC SERVICE	Streetlights Stockton UT 150 Watt Hps Company Owned Schedule 11		73.69
ITEM 7 ELECTRIC SERVICE	Ball Park Concession # 342 Stockton UT Schedule 23 METER # 38979355	Rec.	33.03
ITEM 8 ELECTRIC SERVICE	315 N Connor Ave Stockton UT Memorial Flagpole Lighting Schedule 23 METER # 66970521	Rec.	18.92

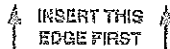
595.73

See reverse

Late Payment Charge for Utah
 A late payment charge of 1% may be charged on the delinquent balance per month.

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH YOUR PAYMENT.

Change of Mailing Address or Phone?
 Check here & provide information on back.



To help those in your area who need assistance paying energy bills, add \$1, \$2, \$5, or \$10 to your payment. If you are paying toward next month's bill, please make sure overpayment is not in increments of the above amounts or it will be donated.

Account Number: 33458146-001 4
 Date Due: Apr 12, 2019

AMOUNT DUE: \$1,148.82

Please enter the amount enclosed.

TOWN OF STOCKTON
 TOWN HALL
 PO BOX 240
 STOCKTON UT 84071-0240

ROCKY MTN POWER
 PO BOX 26000
 PORTLAND OR 97256-0001



H 33458146 001 422 000114882



BILLING DATE: Mar 21, 2019 ACCOUNT NUMBER: 33458146-001 4 DUE DATE: Apr 12, 2019 AMOUNT DUE: \$1,148.82

Summary of Account Activity - Continued

EM 9 ELECTRIC SERVICE	800 S Connor Ave # Sewer Stockton UT Sewer Schedule 23 METER # 61508529	49.10
EM 10 ELECTRIC SERVICE	699 S Copper St # 221 Stockton UT Schedule 23 METER # 66762538	10.48
EM 11 ELECTRIC SERVICE	500 W Solder Canyon Rd Stockton UT Water Tank Schedule 23 METER # 66857481	66.43

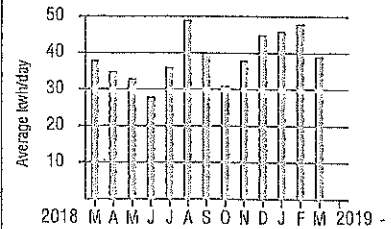
Installed Account Activity

EM 1 - ELECTRIC SERVICE		18 N Johnson St # 105 Stockton UT Commercial Utah General Service Schedule 23			
METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
1304115	Feb 19, 2019 Mar 20, 2019	29	38594 39726	1.0	1,132 kwh
1304115	Demand Mar 20, 2019			7.136	7 kw

Next scheduled read date: 04-18. Date may vary due to scheduling or weather.

CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Basic Charge - 1P			10.00
Energy Charge 1ST 1500 Kwh	1,132 kwh	0.1080000	122.26
Energy Balancing Account		0.0014000	0.17
Market Adjustment		-0.0331000	-4.05
Efficiency & ST E P Programs		0.0438000	5.36
Home Electric Lifeline Program			0.26
Municipal Energy Sales/use Tax		0.0500000	6.69
Total New Charges			140.69

Historical Data - ITEM 1



Your Average Daily kwh Usage by Month

PERIOD ENDING	MAR 2019	MAR 2018
Avg. Daily Temp.	38	39
Total kwh	1132	1108
Avg. kwh per Day	39	38
Cost per Day	\$4.85	\$4.90

Change Mailing Address or Phone?

Please print your new information below and check the box on reverse side of this Payment Stub. Thank you.

ACCOUNT NUMBER: 33458146-001 4

LAST NAME FIRST M.I.

STREET ADDRESS

ZIP TELEPHONE NUMBER

This product contains fiber from well-managed, independently certified forests.

BILLING DATE: Mar 21, 2019 ACCOUNT NUMBER: 33458146-001 4 DUE DATE: Apr 12, 2019 AMOUNT DUE: \$1,148.82

ITEM 2 - ELECTRIC SERVICE

207 Connor St Stockton UT
Schedule 23

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51373484	Feb 19, 2019	Mar 20, 2019	29	2570	3682	1.0	1,112 kwh
51373484	Demand	Mar 20, 2019			5.564	1.0	6 kw

Next scheduled read date: 04-18. Date may vary due to scheduling or weather.

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Basic Charge - 1P			10.00
Energy Charge 1ST 1500 Kwh	1,112 kwh	0.1080000	120.10
Energy Balancing Account		0.0014000	0.17
Tax Act Adjustment		-0.0331000	-3.98
Efficiency & S T E P Programs		0.0438000	5.27
Home Electric Lifeline Program			0.26
Municipal Energy Sales/use Tax		0.0500000	6.58
Total New Charges			138.40

ITEM 3 - ELECTRIC SERVICE

43 N Connor Ave # 550 Stockton UT
Commercial Schedule 23

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51409220	Feb 19, 2019	Mar 20, 2019	29	26260	26596	1.0	336 kwh

Next scheduled read date: 04-18. Date may vary due to scheduling or weather.

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Basic Charge - 1P			10.00
Energy Charge 1ST 1500 Kwh	336 kwh	0.1080000	36.29
Energy Balancing Account		0.0014000	0.05
Tax Act Adjustment		-0.0331000	-1.20
Efficiency & S T E P Programs		0.0438000	1.59
Home Electric Lifeline Program			0.26
Municipal Energy Sales/use Tax		0.0500000	2.34
Total New Charges			49.33

ITEM 4 - ELECTRIC SERVICE

Streetlights Stockton UT
Hps 100 Watt - Company Owned Schedule 11
Service ID: 441206279-001

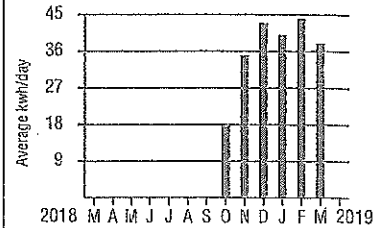
NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Hps 100 Watt	38 lamps	12.7800000	485.64
Renewable Energy Adjustment	1	0.0001000	0.05
Energy Balancing Account	1	0.0008000	0.39
Tax Act Adjustment	1		-9.62
Efficiency & S T E P Programs	1		19.78
Home Electric Lifeline Program	38 units		0.99
Municipal Energy Sales/use Tax		0.0500000	24.81
Total New Charges			522.04

ITEM 5 - ELECTRIC SERVICE

Streetlights Stockton UT
Hps 100w - Cust Own Part Maint Schedule 12P
Service ID: 441206279-003

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Hps 100 Watt	8 lamps	5.3700000	42.96
Energy Balancing Account	1	0.0008000	0.03
Tax Act Adjustment	1	-0.0198000	-0.85
Efficiency & S T E P Programs	1		1.75
Home Electric Lifeline Program	8 units		0.63

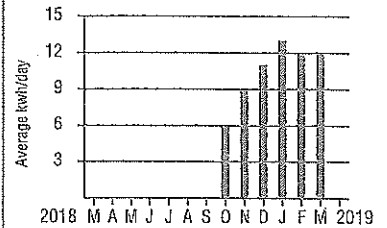
Historical Data - ITEM 2



Your Average Daily kwh Usage by Month

PERIOD ENDING	MAR 2019	MAR 2018
Avg. Daily Temp.	38	39
Total kwh	1112	0
Avg. kwh per Day	38	0
Cost per Day	\$4.77	\$0.00

Historical Data - ITEM 3



Your Average Daily kwh Usage by Month

PERIOD ENDING	MAR 2019	MAR 2018
Avg. Daily Temp.	38	39
Total kwh	336	0
Avg. kwh per Day	12	0
Cost per Day	\$1.70	\$0.00

BILLING DATE: Mar 21, 2019 ACCOUNT NUMBER: 33458146-001 4 DUE DATE: Apr 12, 2019 AMOUNT DUE: \$1,148.82

NEW CHARGES - 03/19 - CONTINUED	UNITS	COST PER UNIT	CHARGE
Municipal Energy Sales/use Tax		0.0500000	2.19
Total New Charges			46.71

ITEM 6 - ELECTRIC SERVICE Streetlights Stockton UT
150 Watt Hps Company Owned Schedule 11
Service ID: 441206279-004

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Hps 150 Watt	4 lamps	16.9400000	67.76
Renewable Energy Adjustment	1	0.0001000	0.01
Energy Balancing Account	1	0.0008000	0.05
Tax Act Adjustment	1	-0.0198000	-1.34
Efficiency & S T E P Programs	1		2.76
Home Electric Lifeline Program	4 units		0.99
Municipal Energy Sales/use Tax		0.0500000	3.46
Total New Charges			73.69

ITEM 7 - ELECTRIC SERVICE Ball Park Concession # 342 Stockton UT
Schedule 23

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
38979355	Feb 13, 2019 Mar 14, 2019	29	69757 69951	1.0	194 kwh

Next scheduled read date: 04-12. Date may vary due to scheduling or weather.

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Basic Charge - 1P			10.00
Energy Charge 1ST 1500 Kwh	194 kwh	0.1080000	20.95
Energy Balancing Account		0.0014000	0.03
Tax Act Adjustment		-0.0331000	-0.69
Efficiency & S T E P Programs		0.0438000	0.92
Home Electric Lifeline Program			0.26
Municipal Energy Sales/use Tax		0.0500000	1.56
Total New Charges			33.03

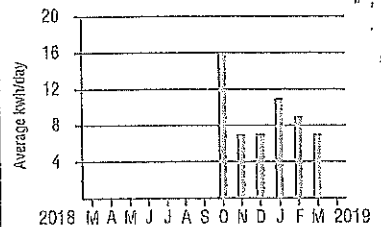
ITEM 8 - ELECTRIC SERVICE 315 N Connor Ave Stockton UT
Memorial Flagpole Lighting Schedule 23

METER NUMBER	SERVICE PERIOD From To	ELAPSED DAYS	METER READINGS Previous Current	METER MULTIPLIER	AMOUNT USED THIS MONTH
66970521	Feb 19, 2019 Mar 20, 2019	29	1360 1431	1.0	71 kwh

Next scheduled read date: 04-18. Date may vary due to scheduling or weather.

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Basic Charge - 1P			10.00
Energy Charge 1ST 1500 Kwh	71 kwh	0.1080000	7.67
Energy Balancing Account		0.0014000	0.01
Tax Act Adjustment		-0.0331000	-0.25
Efficiency & S T E P Programs		0.0438000	0.34
Home Electric Lifeline Program			0.26
Municipal Energy Sales/use Tax		0.0500000	0.89
Total New Charges			18.92

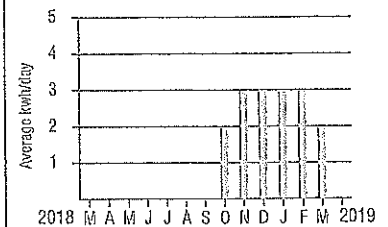
Historical Data - ITEM 7



Your Average Daily kwh Usage by Month

PERIOD ENDING	MAR 2019	MAR 2018
Avg. Daily Temp.	37	38
Total kwh	194	0
Avg. kwh per Day	7	0
Cost per Day	\$1.14	\$0.00

Historical Data - ITEM 8



Your Average Daily kwh Usage by Month

PERIOD ENDING	MAR 2019	MAR 2018
Avg. Daily Temp.	38	39
Total kwh	71	0
Avg. kwh per Day	2	0
Cost per Day	\$0.65	\$0.00

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ITEM 9 - ELECTRIC SERVICE

800 S Connor Ave # Sewer Stockton UT
Sewer Schedule 23

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
51508529	Feb 13, 2019	Mar 14, 2019	29	34811	35145	1.0	334 kwh
51508529	Demand	Mar 14, 2019			0.665	1.0	1 kw

Next scheduled read date: 04-12. Date may vary due to scheduling or weather.

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Basic Charge - 3P			10.00
Energy Charge 1ST 1500 Kwh	334 kwh	0.1080000	36.07
Energy Balancing Account		0.0014000	0.05
Tax Act Adjustment		-0.0331000	-1.19
Efficiency & S T E P Programs		0.0438000	1.58
Home Electric Lifeline Program			0.26
Municipal Energy Sales/use Tax		0.0500000	2.33
Total New Charges			49.10

ITEM 10 - ELECTRIC SERVICE

699 S Copper St # 221 Stockton UT
Schedule 23

METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
66762538	Feb 13, 2019	Mar 14, 2019	29	15077	15079	1.0	2 kwh
66762538	Demand	Mar 14, 2019			0.008	1.0	0 kw

Next scheduled read date: 04-12. Date may vary due to scheduling or weather.

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Basic Charge - 1P			10.00
Energy Charge 1ST 1500 Kwh	2 kwh	0.1080000	0.22
Tax Act Adjustment		-0.0331000	-0.01
Efficiency & S T E P Programs		0.0438000	0.01
Home Electric Lifeline Program			0.26
Total New Charges			10.48

ITEM 11 - ELECTRIC SERVICE

500 W Solder Canyon Rd Stockton UT
Water Tank Schedule 23

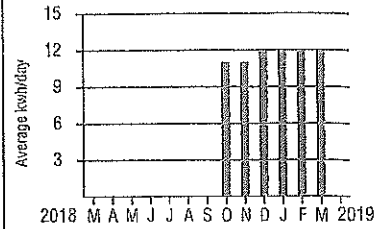
METER NUMBER	SERVICE PERIOD		ELAPSED DAYS	METER READINGS		METER MULTIPLIER	AMOUNT USED THIS MONTH
	From	To		Previous	Current		
66857481	Feb 13, 2019	Mar 14, 2019	29	10681	11166	1.0	485 kwh

Next scheduled read date: 04-12. Date may vary due to scheduling or weather.

NEW CHARGES - 03/19	UNITS	COST PER UNIT	CHARGE
Basic Charge - 1P			10.00
Energy Charge 1ST 1500 Kwh	485 kwh	0.1080000	52.38
Energy Balancing Account		0.0014000	0.07
Tax Act Adjustment		-0.0331000	-1.73
Efficiency & S T E P Programs		0.0438000	2.30
Home Electric Lifeline Program			0.26
Municipal Energy Sales/use Tax		0.0500000	3.15
Total New Charges			66.43

When you provide a check as payment, you authorize us to use the information from your check either to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as we receive your payment and you will not receive your check back from your financial institution. If you would like to opt out of this program and continue processing your payment as a check transaction, please call 1-800-895-0561. If you have opted out previously, please disregard this message.

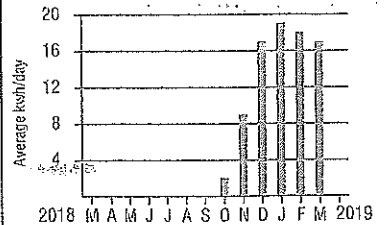
Historical Data - ITEM 9



Your Average Daily kwh Usage by Month

PERIOD ENDING	MAR 2019	MAR 2018
Avg. Daily Temp.	37	38
Total kwh	334	0
Avg. kwh per Day	12	0
Cost per Day	\$1.69	\$0.00

Historical Data - ITEM 11



Your Average Daily kwh Usage by Month

PERIOD ENDING	MAR 2019	MAR 2018
Avg. Daily Temp.	37	38
Total kwh	485	0
Avg. kwh per Day	17	0
Cost per Day	\$2.29	\$0.00

ROCKY MOUNTAIN
POWER

Questions about your bill: Call toll free 1-800-870-3419 rockymountainpower.net

BILLING DATE: Mar 21, 2019 ACCOUNT NUMBER: 33458146-001 4 DUE DATE: Apr 12, 2019 AMOUNT DUE: \$1,148.82

TOWN OF STOCKTON



18 North Johnson Street
P.O. Box 240
Stockton, Utah 84071

Phone: (435) 882-3877

Fax: (435) 833-9031

Notice is given that the Stockton Town Council will hold a regular meeting as identified below in the Town Council Chambers at the Stockton Town Hall 18 N. Johnson Street, Stockton, Utah. In compliance with the American Disabilities Act, any individual who may need special accommodations including auxiliary communicative and services during this meeting shall notify the Town Clerk at (435) 882-3877 at least 24 hours prior to the meeting. The order of Agenda Items may be changed if deemed appropriate by the Mayor or Town Council. Time limits, if any listed for Agenda items are approximate and may be accelerated or delayed.

TOWN COUNCIL MEETING MINUTES

DATE: April 11, 2019

TIME: 7:00 pm

Call to order- 7:00 pm

1. Pledge of Allegiance

2. Roll Call

Thomas Karjola-Mayor- Present
Judy Bori-Councilwoman- Present
Vicki Nash-Councilwoman- Present
Nando Meli-Councilman- Present
David Nutzman-Councilman- Present

Others in attendance

Paul West
Julie West
Joe Johnston

3. Mayor's Statement on Courtesy and Conduct
Mayor read his statement on Courtesy and Conduct.

4. Public Comments
Nothing to report

5. Tooele County Sheriff Department-Sheriff Wimmer
Last month there were 3 total details, and no significant incidents.

6. Consent Agenda
a. Check Register
b. Bills over \$1,000.00
c. Approval of meeting minutes

Motion to approve- Councilwoman Nash
Seconded- Councilwoman Bori
Unanimous approval
Motion passed

7. Department Reports

a. Stockton Police Department-Chief Romney-See attached
Last month we had 44 traffic stops, 38 calls, 7 call outs, and 3 County cases.

There were no use of force incidents.

Major crimes: 3 domestic violence calls, 4 possession of methamphetamine, 3 warrants, and 2 burglaries.

Last month we reported that we had one suspect still at large on a shoplifting case; he has been located and apprehended.

Nuisances: Vicious animal at large- Had a dog attack a child at the park. The child is okay, but did have to get some stitches. The dog was quarantined, and the owner was cited.

Community oriented policing: On March 27, 2019 Paul and Julie West, being good neighbors and citizens of Stockton noticed a suspicious vehicle at their neighbor's house. Being aware of previous suspicious activity, they proceeded to call 911. This led to the arrest of two suspects for burglary and methamphetamine. The neighbor's property was returned to him the following day.

b. Stockton Fire Department Chief Huffman/Assistant Chief Thatcher
Last month we had 9 calls, 3 medicals and 6 rescues.

Assistant Fire Chief Johnny Thatcher went to the Tooele County flooding meeting. We are to expect flooding this year.

We are getting two dumpsters for the Town cleanup they will be parked right outside the gate behind the Stockton Fire Station. There is to be no dumping of big objects, tires, couches, sofas, etc. the Town cleanup will be paid for by the County.

May 4, 2019 is CWPP day up at the ball park. Those flyers will be sent out in the mail next week. Reginal Fire School is going to be the 26 and 27 of April 2019 at the Army Depot, where the Firefighters can take classes.

c. Recreation (Parks)

Mayor Karjola- Baseball is coming back to Stockton. April 27, 2019 we will be having a game at 9:30 am and there will be 5 games. The concession stand will be open. Kent Baker, whose father built the park will throw out the first pitch.

d. Roads and Grounds

Nothing to report

e. Solid Waste
Nothing to report

f. Water
Nothing to report

e. Sewer
Nothing to report

8. Mayor's Report:
Nothing to report

9. Planning Commission Report
Joe Johnston- Planning and Zoning recommended that Council approve Ordinance 2019-07 Public Improvements Performance Guarantees. Joe Johnston and Mayor Karjola will be attending the ULCT mid-year conference on April 24, 25, 26, 2019 in St. George.

10. Ordinance 2019-07 Public improvement performance guarantees
Motion to approve- Councilwoman Bori
Seconded- Councilwoman Nash
Roll call vote
Mayor Karjola- Yes
Councilwoman Bori- Yes
Councilwoman Nash- Yes
Councilman Meli- Yes
Councilman Nutzman- Yes
Unanimous approval
Motion passed

11. Resolution 2019-03 Dispatch Service Agreement
Motion to approve- Councilwoman Nash
Seconded- Councilman Nutzman
Roll call vote
Mayor Karjola- Yes
Councilwoman Bori- Yes
Councilwoman Nash- Yes
Councilman Meli- Yes
Councilman Nutzman- Yes
Unanimous approval
Motion passed

12. Resolution 2019-04 Implementing ball field reservation fees at the Alex Baker Memorial Park
Motion to approve- Councilman Nutzman
Seconded- Councilwoman Nash
Roll call vote
Mayor Karjola- Yes
Councilwoman Bori- Yes
Councilwoman Nash- Yes

Councilman Meli- Yes
Councilman Nutzman- Yes
Unanimous approval
Motion passed

13. 3rd quarter budget review

This is similar to our second quarter budget review. Mayor Karjola went over the budget for all department heads for third quarter. Council had no questions.

14. Adjourn-8:07 pm

Motion to adjourn- Councilwoman Nash
Seconded- Councilwoman Bori
Unanimous approval
Motion passed

By: Ashlee Wanlass
Town Clerk/Recorder

Posting: Stockton Town Hall; Stockton Town Post Office; Stockton Town Web Site; Tooele Transcript for information only; Utah Public Notice Web Site

DRAFT

05/04/18

TOOELE COUNTY SHERIFF'S OFFICE

530

14:39 Fire Incident Address History, by Date, Time
reporte Page: 1

Inc. No.	Reported	Nature	Address
Loctn Dsp			
18S000024	16:26:14 04/01/18	FALLS	STOCKTON SCFD
ACT			
18S000025	20:51:22 04/03/18	FALLS	STOCKTON SCFD
ACT			
18S000026	23:44:48 04/03/18	FALLS	STOCKTON SCFD
ACT			
18S000027	15:16:36 04/04/18	CITIZEN ASSIST	TOOELE SCFD
ACT			
18S000028	17:44:50 04/07/18	TRAFFIC INCIDEN	SCFD ACT
18S000029	12:02:04 04/14/18	UNCONSCIOUS	STOCKTON SCFD
ACT			
18S000030	21:09:24 04/14/18	FIRE-OUTSIDE	SCFD ACT
18S000031	19:09:18 04/16/18	PSYCHIATRIC	TOOELE SCFD
ACT			
18S000032	06:11:51 04/18/18	TRAFFIC INCIDEN	TOOELE COUNTY
SCFD ACT			
18S000033	15:22:55 04/19/18	FIRE	VERNON
VCFD			
18S000034	14:06:08 04/20/18	TRAFFIC INCIDEN	J SCFD ACT
18S000035	11:43:06 04/22/18	TRAINING	Stockton SCFD
ACT			
18S000036	16:11:04 04/22/18	TRAFFIC INCIDEN	TOOELE COUNT
ACT			
18S000037	17:10:15 04/22/18	STROKE	VERNON
VCFD			
18S000038	04:55:13 04/24/18	TRAFFIC INCIDEN	TOOELE COUNTY
SCFD ACT			
18S000039	13:08:34 04/26/18	FALLS	TOOELE CO SCFD
ACT			
18S000040	15:28:48 04/27/18	CONTROLLED BURN	TEAD MAIN GAT
SCFD ACT			

Total Incidents for This Report: 17

Report Includes:

All dates between `00:00:00 04/01/18` and `23:59:59
04/30/18`
All locations
All addresses
All cities
All agencies matching `SCFD`
All conditions observed
All conditions reported
All condition codes
All nature of incidents

*** End of Report /tmp/rptYHAp28-
rpfriahr.rl_4 ***

STOCKTON TOWN

RESOLUTION 2019-06

A RESOLUTION OF THE STOCKTON TOWN COUNCIL CONSENTING TO THE MAYOR'S REAPPOINTMENT OF CLAUDIA BAKER TO THE STOCKTON TOWN PLANNING COMMISSION.

WHEREAS, Utah Code Sections 10-9a-301 and -302 require the creation of a municipal Planning Commission and govern the powers and duties of that Commission; and,

WHEREAS, Stockton Town Code Section 10-3B-1 establishes a five-member Planning Commission for the Town of Stockton, whose members are appointed by the Mayor with the advice and consent of the Town Council for terms of four years; and,

WHEREAS, Stockton Town Code Section 10-3B-2 provides for the Mayor's appointment of first and second alternate Planning Commission members to serve for a term of one year; and,

WHEREAS, the Mayor has appointed Claudia Baker as the first alternate Planning Commission member, for a term of one year, effective May 9, 2019, through December 31, 2020; and, should a vacancy occur during that term, the Mayor wishes to appoint Claudia Baker to fill that vacancy for the remainder of the resigning member's term:

NOW, THEREFORE, BE IT RESOLVED BY THE STOCKTON TOWN COUNCIL as follows:

1. the Town Council hereby consents to the Mayor's appointment of Claudia Baker as the first alternate member of the Stockton Town Planning Commission, beginning effective May 9, 2019, and ending December 31, 2020; and,
2. should a vacancy occur during Claudia Baker's term as an alternate member, the Town Council hereby consents to the Mayor's appointment of Claudia Baker to fill that vacancy for the remainder of the resigning member's term.

This Resolution is necessary for the immediate preservation of the peace, health and safety of Stockton Town and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Resolution is passed by the Stockton Town Council this ____ day of _____, 2019.

STOCKTON TOWN COUNCIL

(For)

(Against)

ABSTAINING: _____

ATTEST:

Town Clerk

S E A L

Approved as to Form:

Roger Evans Baker, Town Attorney

STOCKTON TOWN

ORDINANCE 2019-09

AN ORDINANCE OF STOCKTON TOWN ENACTING STOCKTON TOWN CODE CHAPTER 7-5 REGARDING STREET EXCAVATION.

WHEREAS, the maintenance by local governments of its public streets is a perpetual obligation that weighs heavily on municipal general fund budgets; and,

WHEREAS, improper and unauthorized street excavations for purposes of accessing water and sewer lines and other utilities are a major source of public street degradation; and,

WHEREAS, the condition of public streets is a vital concern to motorists, bicyclists, and pedestrians, making it a vital concern to the Stockton Town Council; and,

WHEREAS, in order to protect and preserve Stockton Town's public streets and general fund budget, the Mayor recommends that the Town Council enact a street excavation regulation providing for the orderly, proper, and bonded activity of street excavation work; and,

WHEREAS, the proposed Chapter 7-5 of the Stockton Town Code is attached as Exhibit A; and,

WHEREAS, the indemnity agreement described in the proposed Chapter 7-5 is attached as Exhibit B; and,

WHEREAS, the Mayor recommends that the refundable bond amount for individual street excavations be set at \$1,000 per excavation; and,

WHEREAS, the Mayor recommends that the refundable bond amount required to be on the approved contractors list be set at a one-time \$10,000; and,

WHEREAS, the Mayor recommends that the street excavation permit application fees be as follows:

- Paved Surfaces: \$300.00 + age factor
- Roads <5 Years Old: \$1.50/sq.ft.
- Roads 5+ Years Old: \$0.50/sq. ft.
- Unpaved Surfaces: \$100.00

and,

WHEREAS, this ordinance is necessary to protect the public health, safety, and welfare:

NOW, THEREFORE, BE IT ORDAINED BY THE STOCKTON TOWN COUNCIL
as the follows:

1. Stockton Town Code Chapter 7-5 is hereby enacted as shown in Exhibit A; and,
2. The indemnity agreement form attached as Exhibit B is hereby approved; and,
3. The Fees set forth above are hereby approved and established.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Stockton Town and its residents and businesses and shall become effective immediately upon compliance with State law.

IN WITNESS WHEREOF, this Ordinance is passed by the Stockton Town Council this ____ day of _____, 2019.

STOCKTON TOWN COUNCIL

(For)

(Against)

ABSTAINING (stating the reasons on the record): _____

ATTEST:

Town Clerk

S E A L

Approved as to Form: _____
Roger Evans Baker, Town Attorney

Exhibit A

Proposed Stockton Town Code Chapter 7-5

Chapter 5 STREET EXCAVATION

- 7-5-1: Excavation permits required:
- 7-5-2: Applications:
- 7-5-3: Fees:
- 7-5-4: Licensed contractor required:
- 7-5-5: Approved contractors:
- 7-5-6: Manner of excavating:
- 7-5-7: Sidewalks:
- 7-5-8: Restoring surfaces:
- 7-5-9: Supervision:
- 7-5-10: Protective measures and routing of traffic:
- 7-5-11: Clearance of vital structures:
- 7-5-12: Protection of traffic:
- 7-5-13: Relocation and protection of utilities:
- 7-5-14: Abandonment of substructures:
- 7-5-15: Protection of adjoining property:
- 7-5-16: Care of excavated material:
- 7-5-17: Cleanup procedure:
- 7-5-18: Protection of water courses:
- 7-5-19: Breaking through pavement:
- 7-5-20: Depth of structures:
- 7-5-21: Backfilling:
- 7-5-22: Trenches in pipe laying:
- 7-5-23: Prompt completion of work:
- 7-5-24: Urgent work:
- 7-5-25: Emergency work:
- 7-5-26: Noise, dust and debris:
- 7-5-27: Preservation of monuments:
- 7-5-28: Inspections required:
- 7-5-29: Location records:
- 7-5-30: Violation and penalty:

7-5-1: Excavation permits required:

It is unlawful for any person or business entity to tunnel under, or to make any excavation in, any street, alley, or other public place or right-of-way within the limits of Stockton Town without having first obtained an excavation permit as required herein or without complying with the provisions of this Chapter or in violation or variance of and from the terms of any such permit. For the purposes of this Chapter, the term "Department" shall refer to the Highways Department or other successor department, and the term "Director" shall refer to the Department's Director.

7-5-2: Applications:

Applications for excavation permits shall be made to the Department and shall describe the location of the intended excavation, including boring, the size and scope of the excavation, the

purpose for the excavation, and the person or business entity doing the actual excavation work, and the name of the person or business entity for whom or for which the work is being done. The application shall contain an agreement that must be signed by the applicant stating that the applicant and all contractors will comply with all ordinances and laws relating to the work to be done.

7-5-3: Fees:

The fee for each an excavation permit shall be based upon the number of inspections required for the project at a rate per inspection established by the Town Council. The minimum permit fee will be the amount of a single inspection. Should any person fail to secure a permit prior to commencement of any excavation, an investigation fee shall be assessed equal to the amount of and in addition to the permit fee. The investigation shall not apply to the case of emergency work as outlined in Section 7-5-25.

7-5-4: Licensed contractor required:

There shall be no excavation of Town streets, alleys, or other public places or rights-of-way except by authorized employees of Stockton Town, Tooele County, or the State of Utah, or any of its agencies, or by a contractor licensed by the State of Utah to perform street excavation. Prior to the commencement of any excavation work by a licensed contractor, the contractor shall deposit a cash bond with Stockton Town in an amount established by the Town Council to insure proper restoration of the ground, laying of pavement, and restoration of landscaping, if any. The bond shall be automatically forfeited by the contractor should the Town be required to undertake, or cause to be undertaken, any work which the contractor is required by the provisions of this Chapter to do. The permittee shall guarantee the materials and workmanship for a period of two years from completion of the excavation work, reasonable wear and tear excepted. Upon completion of the work by the contractor to the satisfaction of the Town, the two-year warranty period shall begin. At the successful completion of the warranty period the bond shall be returned to the contractor. In addition, no contractor shall be allowed to obtain an excavation permit unless the contractor first provides proof of liability insurance and signs an indemnity agreement to be prepared by the Stockton Town Attorney and the form approved by the Stockton Town Mayor.

7-5-5: Approved contractors:

The Director shall institute and maintain a list of approved contractors for street excavations within Stockton Town.

A. Any contractor who is licensed by the State of Utah to perform street excavations may be placed on the approved contractors list provided that they submit to the Director the following:

1. a written request to be placed on the approved contractors list;
2. an irrevocable letter of credit or cash bond to the Town, in an amount established by the Town Council, to secure completion of repairs to the street in a timely manner to Town specifications;
3. documentation demonstrating that the contractor is properly licensed and in good standing to do business as a contractor within the State of Utah;
4. a signed indemnity agreement, to be on a form provided by the Town, covering any work performed in their capacity as a contractor performing excavation work within a Stockton Town rights-of-way or on public property; and,
5. proof of liability insurance.

B. Contractors identified on the official approved contractors list shall not be required to post a bond for individual excavation permits within a Stockton Town right-of-way or on public property so long as their on-going approved contractor's bond remains in full effect at the time an excavation permit is filed with the Department.

C. Contractors identified on the official approved contractors list shall be required to pay only permit fees for individual excavation permits so long as their on-going approved contractor's bond remains in full effect at the time an excavation permit is filed with the Department.

D. Failure to meet the conditions and requirements of this Chapter, failure to maintain a state of good standing on the approved contractors list, failure to properly perform street excavations, failure to properly complete any street repairs, or failure to seek and be issued permits for excavation work shall be grounds for removal from the approved contractors list at the discretion of the Director.

E. In the event the Director elects to remove a contractor from the approved contractors list, the contractor shall have a right to appeal in writing the removal to the Mayor within ten days of written notice of removal.

7-5-6: Manner of excavating:

It shall be unlawful to make any excavation or boring within or under a public right-of-way or on public property in any way contrary to or at variance with the terms of the excavation permit. Proper bracing shall be maintained to prevent the collapse of adjoining ground; and in excavations, the excavation shall not have anywhere below the surface any portion which extends beyond the opening at the surface. No damage shall be caused to any pipes, cables, wires, or conduits in the making of excavations or borings; and notice shall be given to the person maintaining pipes, cables, wires, or conduits, or to the Town department or officer charged with the care thereof which are or may be endangered or effected by the making of any excavation or boring before pipes, cables, wires, or conduits are disturbed. It shall be the responsibility of the permittee to comply with Blue Stakes laws, and to obtain directions from public utility companies as well as Stockton Town, as to the location of subsurface conduits, pipes, wires, cables, lines, or utility appurtenances prior to the opening of any tunnel or excavation. Stockton Town shall not be responsible for any damages caused by the permittee or any party excavating or tunneling pursuant to a permit issued by the Town for damages caused to any pipes, cables, wires, lines, conduits, or appurtenances.

7-5-7: Sidewalks:

If any sidewalk or pedestrian path or right-of-way is blocked by any excavation work, a temporary sidewalk, path or right-of-way shall be constructed or provided which shall be safe for travel and convenient for pedestrian users.

7-5-8: Restoring surfaces:

Any person or business entity making any excavation or boring in or under any public street, alley or other public place or right-of-way in Stockton Town, shall restore the surface to the construction standards and specifications of the Town existing at the time of the excavation, or, if none, to APWA standards; all backfill shall comply with the requirements of the currently adopted edition of the State of Utah Standard Specifications for Road and Bridge Construction and the standards of the American Public Works Association (APWA). Any opening in a paved or improved portion of the street shall be repaired and the surface replaced, including crack sealing, by the

permittee within three working days of excavation, in compliance with the above-referenced standards and under the supervision of the Director. With all excavations, the contractor shall guarantee the materials and workmanship for a period of two years from completion of the work, reasonable wear and tear excepted. All landscaping surfaces affected by excavation work shall also be restored with materials matching those present before the excavation work commenced, to the greatest degree possible.

7-5-9: Supervision:

The Director shall from time to time inspect or cause to be inspected all excavation activities being made in or under any public street, alley, public place, or right-of-way in the Town to see to the enforcement of the provisions of this Chapter. Notice shall be given to the Department in the form of a scheduled inspection before the work of backfilling any such excavation commences.

7-5-10: Protective measures and routing of traffic:

It is the duty of every person cutting or making an excavation in or upon any public place, street, alley, or right-of-way to place and maintain barriers and warning devices necessary for the safety of the general public. Barriers, warning signs, lights, etc., shall conform to the requirements and recommendations of the Manual on Uniform Traffic Control Devices (MUTCD) and APWA, as a minimum, and those of the Director. Warning lights shall be electrical markers or flashers used to indicate a hazard to traffic from sunset of each day to sunrise of each day. Reflectors or reflecting material may be used to supplement but not replace light sources. The permittee shall take appropriate measures to assure that during the performance of the excavation work traffic conditions as near as normal as possible shall be maintained at all times so as to minimize inconvenience and risk of injury to the general public and the occupants of the adjoining property. When traffic conditions permit, the Director may authorize the closing of a street or alley to all traffic for a period of time prescribed by him if, in his opinion, it is necessary to expedite the excavation work or maintain the safety of the excavation crews or the general public. The approval shall be based upon submission and approval of an appropriate and acceptable traffic control, signage, and detouring plan and may require the permittee to give notification to various public agencies and to the general public in advance of the closing. The approval shall not be valid until the notice has been given.

7-5-11: Clearance of vital structures:

The excavation work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water valves, valve housing structures, and all other vital equipment as designated by the Director.

7-5-12: Protection of traffic:

The permittee shall maintain safe crossings for two lanes of vehicle traffic at all street intersections where possible and safe crossings for pedestrians at intervals of not more than 300 feet. If an excavation is made across any public street, alley, or sidewalk, adequate crossings shall be maintained for vehicles and for pedestrians. Excavated and repair stock materials shall not be stored on an adjacent sidewalk, a passageway, or in the curb and gutter.

7-5-13: Relocation and protection of utilities:

The permittee shall not interfere with any existing facility without the written consent of the Director and the owner of the facility. If it becomes necessary to relocate an existing facility to accommodate the excavation, this shall be done by the permittee under the facility owner's direction. No facility owned by the Town shall be moved to accommodate the permittee unless the cost of such work be borne by the permittee. The cost of moving privately owned facilities shall be similarly born by the permittee unless it makes other arrangements with the person owning the facility. The permittee shall support and protect by timbers or otherwise all pipes, conduits, poles, wires, cables, and other apparatus which may be in any way affected by the excavation work, and do everything necessary to support, sustain, and protect them under, over, along, and across the excavation work. The permittee shall secure approval of method of support and protection from the owner of the facility. In case any pipes, conduits, poles, wires, cables, lines, or apparatus are damaged, and for this purpose, pipe coating or other encasement or devices are to be considered as part of the substructure, the permittee shall promptly notify the owner thereof. All damaged facilities shall be repaired by the agency or person owning them, and the expense of any repairs shall be borne by the permittee. It is the intent of this paragraph that the permittee shall assume all liability for damages to facilities and any resulting damage or injury to anyone because of facility damage, and such assumption of liability is a contractual obligation of the permittee. The only exception will be instances where damage is exclusively due to the negligence of the owning utility. The Town shall not be made a party to any action because of this Section, and permittee's signature on the permit application shall constitute the permittee's release of the Town from liability. The permittee shall inform itself as to the existence and location of all underground facilities and protect the same against damage.

7-5-14: Abandonment of substructures:

Whenever the use of a substructure is abandoned, except the abandonment of service lines designated to serve single properties, the owner owning, using, controlling, or having an interest therein shall within 30 days after such abandonment file with the Director a statement in writing giving in detail the location of the substructure so abandoned. If the abandoned substructure is in the way, or subsequently becomes in the way, of an installation of the Town or any other public body, which installation is pursuant to a governmental function, the owner shall remove such abandoned substructure or pay the cost of its removal during the course of excavation for construction of the facility by the Town or other public body.

7-5-15: Protection of adjoining property:

The permittee shall at all times and at their own expense preserve and protect from injury any adjoining property by providing proper foundations and taking other measures suitable for that purpose. Where in the protection of property it is necessary to enter upon private property for the purpose of taking appropriate protective measures, the permittee shall obtain consent from the owner of the private property, and, if he cannot obtain consent, shall, after consulting the Director, take measures as are possible for the purpose of making the property safe. The permittee shall, at their own expense, shore-up and protect all buildings, walls, fences, or other property likely to be damaged during the progress of the excavation work and shall be responsible for all damaged public or private property or highways resulting from their failure to properly protect and carry out the work. Whenever it may be necessary for the permittee to trench through any lawn area, that area shall be re-seeded or re-sodded, or the sod shall be carefully cut and rolled and replaced, after ditches

have been backfilled as required by this Chapter. All construction and maintenance work shall be done in a manner calculated to leave the lawn area free of dirt and debris and in a condition as nearly as possible to that which existed prior to the commencement of the work. The permittee shall not remove, even temporarily, any tree or shrub which exists in any park strip without first obtaining the consent of the Town.

7-5-16: Care of excavated material:

All material excavated from trenches and piled adjacent to the trench or in any street shall be piled and maintained in a manner so as not to endanger those working in the trench, pedestrians, or users of the streets, and so that as little inconvenience as possible is caused to those using the streets and adjoining properties. Where the confines of the area being excavated are too narrow to permit the piling of excavated material beside the trench, such as might be the case in a narrow alley, the Director shall have the authority to require that the permittee haul the excavated material to a temporary storage site approved by the Director and then re-hauled to the trench site at the time of backfilling. It shall be the permittee's responsibility to secure the necessary permission and make the necessary arrangements for all acquired storage and disposal sites. All material excavated shall be laid compactly and kept trimmed so as not to impede vehicular and pedestrian traffic. Whenever necessary, in order to expedite the flow of traffic or to abate dust or dirt, toe boards or bins may be required by the Director to prevent the spreading of dirt onto traffic lanes.

7-5-17: Cleanup procedure:

As the excavation work progresses, all streets shall be fairly cleaned of all rubbish, excess earth, rock, and other debris resulting from the work. All cleanup operations at the location of the excavation shall be accomplished at the expense of the permittee and shall be completed to the satisfaction of the Director. From time to time, as may be ordered by the Director, the permittee shall at their own expense clean up and remove all debris, refuse, and unused material resulting from the work, and upon failure to do so within 24 hours after having been notified to do so by the Director, said work may be done by Town crews, the cost thereof charged to the permittee, and the permittee shall be liable for the cost thereof under the surety bond provided hereunder.

7-5-18: Protection of water courses:

The permittee shall maintain all gutters and swales free and unobstructed for the full depth of the adjacent curb and property lines and for at least one foot in width from the face of the curb at the gutter line. Whenever a gutter or swale crosses an intersection street, an adjacent waterway shall be provided and at all times maintained. The permittee shall make provisions to take care of all surplus water, mud, silt, slickings, or other runoff pumped or removed from excavations or resulting from sluicing or other operations and shall be responsible for any damage resulting from their failure to so provide.

7-5-19: Breaking through pavement:

A. Heavy duty pavement breakers may be prohibited by the Director when the use thereof endangers existing substructures or other property.

B. Saw cutting of concrete may be required by the Director when the nature of the work or the condition of the street warrants. When required, the depth of the cut shall be not less than one inch in depth; however, depths greater than one inch may be required by the Director when

circumstances warrant. Saw cutting may be required by the Director outside of the limits of the excavation over caveouts, breaks, and small floating sections.

C. Approved cutting of bituminous pavement surface ahead of excavation shall be required to confine the pavement damage to the limit of the trench.

D. Sections of sidewalks shall be removed to the nearest scoreline or joint.

E. Unstable pavement shall be removed over caveouts and breaks, and the subgrade shall be treated as a main trench.

F. Pavement edges shall be trimmed to a vertical face neatly aligned with the center line of the trench.

G. Cutouts outside of the trench line must be normal or parallel to the trench line.

H. Boring or other methods to prevent cutting of new pavement may be required by the Director.

I. Permittee shall not be required to repair pavement damage existing prior to the excavation unless the cut results in small floating sections that may be unstable, in which case permittee removes and paves the area.

7-5-20: Depth of structures:

No person shall, without written permission of the Director, install any substructure, except manholes, vaults, valve casings, culverts, and catch basins at a vertical distance less than is necessary to place such substructure below the frost line if the Director concludes the substructure must be below the frost line. Nothing in this section shall impose a duty upon the permittee to maintain said specifications as required herein upon subsequent changes of grade in the surface unless the grade in said substructure interferes with the maintenance of, or travel on, a public street.

7-5-21: Backfilling:

Fine material, free from lumps and stone, selected from the spoil, shall be thoroughly compacted to not less than 95% of the standard Proctor Test around and under the substructure to the upper level of the substructure. Above the upper level of the substructure, backfill material shall be placed to the subgrade of the pavement in lifts of a depth based upon the type of soil involved and the degree of consolidation specified. Broken pavement, large stones, roots, and other debris shall not be used in the backfill. The number and size of each lift shall be dependent upon the type of soil involved. Such backfill shall be done in a manner so as to meet the 95% standard Proctor Compaction Test specified above. The Director may require soil tests to be furnished by a recognized soil testing laboratory or registered professional engineer specializing in soil mechanics when, in the Director's opinion, backfill for any excavation is not being adequately compacted or when deemed necessary. In order for the resurfacing to be permitted, such tests must show that the backfill material meets the requirements as prescribed by the currently adopted edition of the State of Utah Standard Specifications for Road and Bridge Construction and APWA. All expense of such tests shall be borne by the permittee.

7-5-22: Trenches in pipe laying:

The maximum length of open trench permissible at any time shall be in accordance with the existing ordinances or regulations of Stockton Town and if none exist, then the requirements of the Director and APWA.

7-5-23: Prompt completion of work:

After an excavation is commenced, the permittee shall prosecute with diligence all excavation work covered by the excavation permit and shall promptly complete the work and restore the street, alley, right-of-way, or other public place to its original condition, or as near as may be, so as not to obstruct the public place or travel thereon more than is reasonably necessary.

7-5-24: Urgent work:

When traffic conditions, safety, or convenience to the traveling public or the public interest require that the excavation work be performed as emergency work, the Director shall have full power to order, at the time the permit is granted, that a crew of men and adequate facilities be employed by the permittee on a 24-hour schedule to the end that such excavation work may be completed as soon as possible.

7-5-25: Emergency work:

Nothing in this Chapter shall be construed to prevent the making of excavations necessary for the preservation of life and property or for the location of trouble in conduits or pipes, provided that the person making the excavation shall apply to the Department for a permit as soon as practicable and no later than the first working day after the work is commenced. Nothing in this Section shall absolve the permittee from the requirements of this Chapter. In any emergency at a time when it is not practical to obtain the necessary permit as provided above in advance of the excavation work, any excavations may be authorized by the Director or may be performed by a contractor on the approved contractor list, provided that the necessary permit is obtained the next business day after the emergency work is performed. Under no circumstances shall an excavation be performed without prior notification through personal contact to the Director of the need and location for the work to be done.

7-5-26: Noise, dust, and debris:

All excavation activities shall comply with all Stockton Town nuisance and noise ordinances and shall take necessary precautions to minimize the impact on and inconvenience for neighboring property owners.

7-5-27: Preservation of monuments:

Any monument set for the purpose of locating or preserving the lines of any street, right-of-way, or property subdivision, or a precise survey reference point, or a permanent survey benchmark within the Town, shall not be removed or disturbed without first obtaining permission in writing from the Mayor and the Tooele County Surveyor's Office. Permission to remove or disturb monuments, reference points, or benchmarks shall only be granted upon condition that the person applying for a permit shall pay all expenses incident to the proper replacement of the monument.

7-5-28: Inspections required:

The Director shall cause inspections to be completed in the enforcement of this Chapter. The Director shall have the authority to promulgate and cause to be enforced such rules and regulations as may be reasonably necessary to enforce and carry out the intent of this Chapter.

7-5-29: Location records:

Every public utility after the enactment of this Chapter shall maintain records showing the location of all of its underground facilities, except relatively minor facilities which connect a particular premise or building. Every public utility shall maintain equipment that can locate facilities in the field.

7-5-30: Violation and penalty:

A. A person or business entity which violates any provision of this Chapter shall be guilty of a civil offense punishable by a civil penalty in the following amounts, in addition to the forfeiting of the bond:

1. \$500 for a first offense;
2. \$1,000 for a second offense; and,
3. \$2,000 for a third or subsequent offense.

B. The civil penalties in subsection A., above, are in addition to all remedies available under this Chapter, the bonds, and otherwise available at law and in equity.

Exhibit B

One-time excavation indemnity
and bond agreement form

INDEMNITY AGREEMENT

STOCKTON TOWN, a municipal corporation of the State of Utah, (hereinafter the "Town"), and [Party], at [Address], (hereinafter the "Contractor") (collectively the "Parties") enter into this Indemnity Agreement ("Agreement") on the ____ day of _____, 20__ (the "Effective Date").

- One-Time Contractor, OR
- Approved Contractor's List

Recitals

WHEREAS, street excavations and street excavations permits in Stockton Town are governed by Stockton Town Code Chapter 7-5; and,

WHEREAS, the Contractor is aware of and acknowledges that Stockton Town Code Chapter 7-5 states in part, "It is unlawful for any person or business entity to tunnel under, or to make any excavation in any street, alley, or other public place or right-of-way within the limits of Stockton Town without having first obtained a permit" ("Permit") as required by Chapter 7-5; and,

WHEREAS, the Contractor is aware of and acknowledges that Chapter 7-5 requires that any contractor conducting street excavation within a Stockton Town right-of-way shall be a State-licensed contractor; and,

WHEREAS, as required by Chapter 7-5, the Contractor has signed an agreement stating that they and all their contractors will comply with all ordinances and laws relating to the work to be done (see copy of agreement attached as Exhibit 1; this agreement may be the Permit or signed Permit application); and,

WHEREAS, the Contractor has provided proof of liability insurance as required under Chapter 7-5 (see such proof attached as Exhibit 2); and,

WHEREAS, the Contractor is aware of and acknowledges that Chapter 7-5 requires the present Agreement, which shall cover any street excavation work performed within a Stockton Town right-of-way or on public property:

Indemnification and Release. Now, therefore, in exchange for the privilege of receiving a Permit to excavate with a Stockton Town right-of-way, the entitlements bestowed by that Permit, and/or of being named on Stockton Town's list of approved contractors for street excavations, the Contractor does promise and agree to release, defend, pay on behalf of, indemnify, and hold harmless Stockton Town and its elected and appointed officials, employees, volunteers, and others working on behalf of the Town ("Indemnitees") against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Indemnitees by reason of personal injury, including bodily injury or

death and/or property damage, including loss of use thereof, which arise out of or are in any way connected or associated with street excavation work performed by the Contractor within a Stockton Town right-of-way or on public property.

Consideration. The Contractor acknowledges that the consideration described in this Agreement is sufficient and acceptable for the agreements and promises contained in this Agreement individually and in their aggregate.

Term.

(1). For One-Time Contractors the term of this Agreement shall be from the Effective Date to the end of the calendar year.

(2) For contractors on the Approved Contractors List, the term of this Agreement shall be from the Effective Date to the date that the Contractor (a) is removed from the approved contractors list or (b) ceases to comply with the approved contractors list requirements.

No Third Party Beneficiaries. Nothing in this Agreement is intended for the benefit of any party except for the named Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights or obligations of either of the Parties to any person or entity other than to each other.

Successors and Assigns. This Agreement shall not be assignable or transferrable by the Contractor.

Attorneys' Fees. If any formal action or proceeding (e.g., law suit, arbitration) is brought by any Party to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, whether such sums are expended at trial, at arbitration, on appeal, or in a bankruptcy proceeding.

Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties with respect to the subject matter covered hereby.

Notices. All notices, demands, requests, or other communications under this Agreement shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

[Contractor]
[Address]

Stockton Town
Attention: Public Works Director
18 North Johnson Street
Stockton, UT 84071

Exhibits and Recitals Incorporated by Reference. The recitals and each exhibit identified in this Agreement are incorporated hereby by reference.

Survival. This Agreement shall survive the termination of any Permit.

IN WITNESS WHEREOF, the Contractor and the Town have executed this Agreement as of the Effective Date.

[Contractor]

Stockton Town

Name:
Title:

Mayor

ATTEST

APPROVED AS TO FORM

Stockton Town Clerk

Stockton Town Attorney

STATE OF UTAH)
) ss.
COUNTY OF _____)

Before me, a notary public, appeared _____, who did affirm to me that he/she is an agent of the Contractor and that he/she did execute this Indemnification Agreement with due authority this ____ day of _____, 201__.

Notary Public
Residing in _____ County, Utah

Exhibit 1

Agreement to Comply with Laws
(May be the Permit or signed Permit application)

Exhibit 2

Proof of Liability Insurance

Exhibit C

Approved contractors list
indemnity and bond agreement form

INDEMNITY AGREEMENT

STOCKTON TOWN, a municipal corporation of the State of Utah, (hereinafter the ATown@), and [Party], at [Address], (hereinafter the AContractor@) (collectively the "Parties") enter into this Indemnity Agreement ("Agreement") on the _____ day of _____, 20__ (the "Effective Date").

- One-Time Contractor, OR
- Approved Contractor's List

Recitals

WHEREAS, street excavations and street excavations permits in Stockton Town are governed by Stockton Town Code Chapter 7-5; and,

WHEREAS, the Contractor is aware of and acknowledges that Stockton Town Code Chapter 7-5 states in part, "It is unlawful for any person or business entity to tunnel under, or to make any excavation in any street, alley, or other public place or right-of-way within the limits of Stockton Town without having first obtained a permit" ("Permit") as required by Chapter 7-5; and,

WHEREAS, the Contractor is aware of and acknowledges that Chapter 7-5 requires that any contractor conducting street excavation within a Stockton Town right-of-way shall be a State-licensed contractor; and,

WHEREAS, as required by Chapter 7-5, the Contractor has signed an agreement stating that they and all their contractors will comply with all ordinances and laws relating to the work to be done (see copy of agreement attached as Exhibit 1; this agreement may be the Permit or signed Permit application); and,

WHEREAS, the Contractor has provided proof of liability insurance as required under Chapter 7-5 (see such proof attached as Exhibit 2); and,

WHEREAS, the Contractor is aware of and acknowledges that Chapter 7-5 requires the present Agreement, which shall cover any street excavation work performed within a Stockton Town right-of-way or on public property:

Indemnification and Release. Now, therefore, in exchange for the privilege of receiving a Permit to excavate with a Stockton Town right-of-way, the entitlements bestowed by that Permit, and/or of being named on Stockton Town's list of approved contractors for street excavations, the Contractor does promise and agree to release, defend, pay on behalf of, indemnify, and hold harmless Stockton Town and its elected and appointed officials, employees, volunteers, and others working on behalf of the Town ("Indemnitees") against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Indemnitees by reason of personal injury, including bodily

injury or death and/or property damage, including loss of use thereof, which arise out of or are in any way connected or associated with street excavation work performed by the Contractor within a Stockton Town right-of-way or on public property.

Consideration. The Contractor acknowledges that the consideration described in this Agreement is sufficient and acceptable for the agreements and promises contained in this Agreement individually and in their aggregate.

Term.

(1) For One-Time Contractors the term of this Agreement shall be from the Effective Date to the end of the calendar year.

(2) For contractors on the Approved Contractors List, the term of this Agreement shall be from the Effective Date to the date that the Contractor (a) is removed from the approved contractors list or (b) ceases to comply with the approved contractors list requirements.

No Third Party Beneficiaries. Nothing in this Agreement is intended for the benefit of any party except for the named Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights or obligations of either of the Parties to any person or entity other than to each other.

Successors and Assigns. This Agreement shall not be assignable or transferrable by the Contractor.

Attorneys' Fees. If any formal action or proceeding (e.g., law suit, arbitration) is brought by any Party to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, whether such sums are expended at trial, at arbitration, on appeal, or in a bankruptcy proceeding.

Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties with respect to the subject matter covered hereby.

Notices. All notices, demands, requests, or other communications under this Agreement shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

[Contractor]
[Address]

Stockton Town
Attention: Public Works Director
18 North Johnson Street
Stockton, UT 84071

Exhibits and Recitals Incorporated by Reference. The recitals and each exhibit identified in this Agreement are incorporated hereby by reference.

Survival. This Agreement shall survive the termination of any Permit.

IN WITNESS WHEREOF, the Contractor and the Town have executed this Agreement as of the Effective Date.

[Contractor]

Stockton Town

Name:
Title:

Mayor

ATTEST

APPROVED AS TO FORM

Stockton Town Clerk

Stockton Town Attorney

STATE OF UTAH)
) ss.
COUNTY OF _____)

Before me, a notary public, appeared _____, who did affirm to me that he/she is an agent of the Contractor and that he/she did execute this Indemnification Agreement with due authority this ____ day of _____, 201__.

Notary Public
Residing in _____ County, Utah

Exhibit 1

Agreement to Comply with Laws
(May be the Permit or signed Permit application)

Exhibit 2

Proof of Liability Insurance