



**NOTICE OF WORK SESSION MEETING  
OF THE  
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a **Work Session meeting at 6:00 p.m. on Tuesday, September 10, 2013** in City Council Chambers, 86 East 100 South, Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend. Work meetings are not designed to hear public comment or take official action.

**AGENDA**

1. Call to Order.
2. Pledge of Allegiance.
3. Opening Remarks.
4. Discussion on agenda items for the September 17, 2013 City Council Meeting.
5. Presentation by Greg Hudnall on suicide prevention.
6. Discussion on the Jordan Valley Water Conservancy District agreement.
7. Discussion on Tuscan Gardens.
8. Mayor, City Council and Staff Business.
9. Adjourn.

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City websites ([www.plgrove.org](http://www.plgrove.org)).

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Posted by: Kathy T. Kresser, City Recorder  
Date: September 6, 2013  
Time: 2:00 p.m.

Place: City Hall, Library and Community Development Building

\*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

AGREEMENT AMONG JORDAN VALLEY WATER CONSERVANCY  
DISTRICT, PROVO RESERVOIR WATER USERS COMPANY  
AND  
PLEASANT GROVE CITY  
FOR THE MONITORING OF WATER QUALITY  
AND THE CARRIAGE OF FLOOD FLOWS  
OF GROVE CREEK AND BATTLE CREEK  
IN THE PROVO RESERVOIR CANAL ENCLOSURE PROJECT

This AGREEMENT is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”), by and among JORDAN VALLEY WATER CONSERVANCY DISTRICT, a Utah Water Conservancy District (JVWCD), PROVO RESERVOIR WATER USERS COMPANY, a Utah Corporation (PRWUC) and PLEASANT GROVE CITY, a Utah municipal corporation (PG).

AGREEMENT BACKGROUND AND PURPOSES

The Provo Reservoir Canal (PRC), also known as the Murdock Canal, is currently a facility of the Provo River Project, Deer Creek Division (PRP), and currently belongs to the United States Department of the Interior, Bureau of Reclamation (USBR) for the benefit and use of some PRP beneficiaries.

The PRC extends approximately 21.5 miles, from and including the Murdock Diversion near the mouth of Provo Canyon, to discharge points to the Utah Lake Distributing Company canal, and the Welby and Jacob canals, at locations near and west of Jordan Narrows.

The original PRC was constructed by the Provo Reservoir Company, the predecessor to PRWUC, in the early part of the 20<sup>th</sup> Century on mostly fee lands acquired by Provo Reservoir Company. In 1939, as a part of the construction of the PRP, USBR acquired the PRC, together with additional PRC corridor lands and interests in lands. The PRC was enlarged and reconstructed by USBR, including the construction of entirely new, larger siphons, which in some cases were relocated onto lands newly acquired by USBR.

The Provo River Water Users Association (PRWUA) is the local sponsor of the PRP. By the terms of the 1936 repayment contract between PRWUA and USBR, and federal Reclamation statutes, PRWUA is responsible to repay to USBR all of the costs of acquisition and construction of the PRP, including the PRC. PRWUA annually assesses its shareholders to fund repayment to USBR. PG is not a PRWUA shareholder, and has not contributed directly to the repayment of the PRP, but does have indirect interests via the Metropolitan Water District of Pleasant Grove and ownership of stock in Pleasant Grove Irrigation Company, PRWUC, and potentially other companies who are PRWUA shareholders.

All of the capacity of the PRC was allocated by contract by USBR. The original design capacity of the original PRC was confirmed by a USBR contract to PRWUC. All of the PRC capacity created by USBR was contracted by USBR to PRWUA. PRWUA in turn contracted essentially all of its PRC capacity by subscription contract to some of the PRWUA shareholders, but not in proportion to PRWUA shares. PG does not hold any contract PRC capacity rights directly from USBR or PRWUA, but does have indirect interests via the Metropolitan Water District of Pleasant Grove and ownership of stock in Pleasant Grove Irrigation Company, PRWUC, and potentially other entities that do have PRC capacity.

Those with PRC capacity rights are responsible to reimburse annual maintenance costs to PRWUA in proportion to capacity rights, whether any of that capacity is exercised or not. Those with PRC capacity rights are responsible to reimburse annual operation costs to PRWUA in proportion to the volume of their water carried in the PRC. PG has not directly reimbursed PRWUA for PRC operation or maintenance (O&M) costs, but has paid O&M costs via the Metropolitan Water District of Pleasant Grove, Pleasant Grove Irrigation Company, PRWUC, and potentially other entities that do reimburse PRWUA for PRC operation and maintenance costs.

USBR as owner of the PRC, and PRWUA as the entity responsible for the operation and maintenance of the PRC under the 1936 repayment contract, have long desired to enclose the PRC. Finally, the necessary legislation, and extensive and complicated contracts, and National Environmental Policy Act (NEPA) compliance, necessary for the \$150 Million Provo Reservoir Canal Enclosure Project (PRCEP) are in place. Construction of the PRCEP is substantially completed. The public benefits to be realized through the PRCEP will include, but are not limited to, the following:

Improved Personal and Property Safety. Because the PRC is an open canal, with siphons under streams and roads, it poses a threat to public safety. Because the PRC is an earthen, mostly unlined, perched canal, it has breached on one occasion and approached breach on another occasion. The PRCEP will virtually eliminate these risks to the public.

Increased Capacity. The design capacity of the PRCEP, as compared to the PRC, will be increased and generally remain constant along its entire length. One benefit the enclosure and enlargement will bring is year-round redundancy and operational flexibility. The PRCEP complements the Jordan Aqueduct System (JAS) and the Salt Lake Aqueduct (SLA), the two other facilities that convey water from the Provo River System to treatment for public use.

Water Conservation and Habitat Restoration. The unlined PRC lost, on a long-term annual average, approximately 8,000 acre-feet (AF) of water. The savings of water

allowed Metropolitan Water District of Salt Lake & Sandy (MWDSLS) and JWCD to relinquish contracts for a total of 8,000 AF of Central Utah Project (CUP) and Utah Lake System (ULS) water, and free up that water for use by the Department of the Interior for stream flows in the lower Provo River, which is designated critical habitat for the endangered June sucker. Such stream flows were a critical statutory and contractual mandate for the CUP, which is being constructed, operated and maintained by Central Utah Water Conservancy District (CUWCD). CUWCD is bearing half of the costs of PRCEP design and construction.

Improved Water Quality. JWCD operates and maintains the Jordan Valley Water Treatment Plant (JWTP) for the benefit of JWCD and MWDSLS. Each of those two districts has ownership interests in the JWTP, with JWCD holding a 5/7ths interest and MWDSLS holding a 2/7ths interest. The JWTP is supplied water primarily by the Jordan Aqueduct System, but the PRC does supply water to JWTP. Increasingly, the PRCEP will provide water to JWTP. JWCD has been motivated to participate in the PRCEP in significant part because enclosure of the PRC will improve water quality by eliminating storm water, debris, etc. from entering the PRCEP.

Decreased Operation and Maintenance Costs. The costs of operating and maintaining the PRCEP are expected to be markedly less than the costs of operating and maintaining the PRC. A large majority of these costs are ultimately paid by public entities.

Public Non-Motorized Trail. The PRCEP will allow Utah County to construct, operate and maintain a public trail over most of the length of the PRCEP. The wide PRC corridor, a very mild slope for the most part, and connections to other trail systems, present a unique opportunity for public recreation. More of that trail will be located in PG than in any other city it traverses.

On February 1, 2010, JWCD and PRWUC entered into a Master Agreement for the PRCEP with PRWUA, CUWCD, and MWDSLS. The Master Agreement expressly limits sources of water carried in the PRCEP to the Provo River and ULS, unless all of the parties to the Master Agreement concur.

In most years the peak combined flows of Grove Creek and Battle Creek do not exceed the combined available capacities of the Pleasant Grove Irrigation Company system and the PG storm water system. Occasionally, however, the peak combined flows of these two creeks do exceed the combined available capacities of the Pleasant Grove Irrigation Company system and the PG storm water system. The natural waterways for these two creeks to Utah Lake have been obliterated by development over time, however, PG boundaries do not extend to Utah Lake. For

some time, excess flows have been directed down sand-bagged PG streets, and later via temporary pipes laid on PG streets, into the open PRC.

Under the existing agreements of USBR and others, PG has no capacity right in PRCEP. JWCD believes that allowing excess flows of these creeks into the PRCEP, among other problems or potential problems, would cause violations of state law and the federal Safe Drinking Water Act, and related regulations, because there is no approved source water protection plan in place. Also, to the extent that excess flows have been discharged into the open PRC and beneficially used, there is no apparent water right for such use. The Utah Lake basin is over-appropriated and is closed to new appropriations. JWCD, PRWUC, PRWUA and many others depend upon Utah Lake directly and indirectly, as well as the priority rights in and to Utah Lake.

It is not clear if PG has any right to discharge excess flows into the PRC, particularly after completion of the PRCEP. Such a claim, and defenses to such a claim, are disputed.

PG has indicated that it would have a financial and engineering burden building additional facilities to carry the excess flows to Utah Lake, particularly without appropriate lead time for planning and financing.

JWCD believes it is important to protect the quality of its drinking water from any degradation, and to see that applicable state and federal laws and regulations, including but not limited to Safe Drinking Water Act provisions and related regulations, are complied with. JWCD and PRWUC would strongly prefer not to give up any of their PRCEP capacity in order to accommodate Grove Creek and Battle Creek excess flows, even if only for a matter of weeks in high runoff years, as this diminishes operational flexibility for JWCD, PRWUC and PRWUA.

The parties have agreed to resolve their disputes as described below.

IN CONSIDERATION of the mutual covenants of the parties, and the resolution of disputed claims, the parties agree as follows:

1. **Design, Construction and Operation of PG Connection to PRCEP.**

a. **Design and Construction.** PG shall cause a piped connection from the retention/settlement basins near the mouths of the two canyons to the PRCEP to be constructed and maintained, at PG's sole expense, in a safe and reasonably professional manner, as reasonably approved by JWCD and PRWUC. The plans for the described connection to PRCEP are in progress. Any changes to the current plans proposed by PG shall be approved in advance by JWCD and PRWUC. Upon reasonable notice, PG agrees to cause to be designed

and constructed, at PG's sole expense, modifications to the PG connection and related facilities if determined by JWCD and PRWUC, after consultation with PG, to be reasonable and necessary for water quality or operational flexibility, including, but not limited to facilities necessary to move the diversion of one or both creeks further up-stream, improvements to retention/settlement basins, improvements to screens, etc.

b. **Metering and Operation.** Such PG connection shall contain real time and recorded metering to enable JWCD and PRWUC to monitor compliance with this Agreement and to measure flows and quantities of water introduced into PRCEP from Grove and Battle Creeks, with feeds to the JWCD and PRWUA Supervisory Control and Data Acquisition (SCADA) systems. Any valves required to introduce excess Grove Creek and Battle Creek flows, as described in this Agreement, into the described PG connection will be controlled remotely by PRWUA only. Each party to this Agreement agrees to reasonably cooperate with PRWUA regarding design, construction, operation, maintenance, and restoration activities.

c. **Source of Water.** No source of water other than the retention/settlement basins shall be allowed into the PG connection, and no source of water other than natural Grove Creek and Battle Creek flows (and natural precipitation falling directly on the basins) upstream of the retention/settlement basins shall be allowed into the retention/settlement basins.

d. **Screening.** PRCEP is lined with a material critical to the durability and capacity of PRCEP that is susceptible to abrasion. Grove Creek and Battle Creek water shall be screened, as directed by JWCD and PRWUC, before it is introduced into the above described PG connection. Such directions are subject to change upon reasonable notice and consultation with PG and PRWUA. The goal will be to achieve water quality consistent with the water being introduced into PRCEP from the Murdock Diversion.

e. **Inspection.** JWCD and PRWUC shall have the right to inspect all or any part of the PG connection upon notice to PG which is reasonable under the circumstances.

f. **Restoration.** Upon the effective date of termination of this Agreement, PRWUA shall reasonably repair the PRCEP at the point of connection with the PG system, and PG shall reimburse PRWUA for such costs, together with interest after 60 days from invoice at the rate of prime + 2% as reasonably calculated by PRWUA.

2. **Excess Flows Only.** PG waives any claims or potential claims regarding its legal right to discharge excess flows into the PRC by entering into this Agreement. PG shall cause the combined capacities of the Pleasant Grove Irrigation Company system, the PG storm water system and the PG secondary irrigation system to be maintained. PG shall not attempt to

introduce Grove Creek and/or Battle Creek flows into PRCEP without making reasonable efforts to maximize the carriage of such flows in the then available combined capacities of the Pleasant Grove Irrigation Company system, the PG storm water system and the PG secondary irrigation system. To the extent that PG has at that time any ability to put higher quality water into the PRCEP and lower quality water into the Pleasant Grove Irrigation Company system and/or PG storm water system and/or any PG secondary irrigation system, the highest quality water shall be diverted to PRCEP. No flows from Grove Creek or Battle Creek that fail to meet these criteria shall be introduced into PRCEP without the prior written consent of JWCD and PRWUC. No projects above the retention/settlement basins that may increase the turbidity of water introduced into PRCEP shall be conducted or allowed by PG.

3. **Use of PRCEP Capacity.**

a. **First Tier PRCEP Capacity Use.** PG shall first utilize PRCEP capacity that is then available to PG via the Metropolitan Water District of Pleasant Grove, or as a shareholder of Pleasant Grove Irrigation Company, PRWUC, and/or any other entity that may have capacity rights in the PRCEP. PG shall not take any action during the term of this Agreement to diminish any capacity that may be available to it to carry Battle Creek and Grove Creek excess flows via the Metropolitan Water District of Pleasant Grove or as a shareholder of Pleasant Grove Irrigation Company, PRWUC, and/or any other entity that may have capacity rights in the PRCEP. PG is solely responsible to make the arrangements necessary for such first tier PRCEP capacity use, and pay all associated costs. All terms of this Agreement shall be applicable to the use of such PRCEP capacity except for the JWCD or PRWUC charges for use of JWCD or PRWUC PRCEP capacity described in section 3.c. below.

b. **Second Tier PRCEP Capacity Use.** Next, PG will use any PRCEP capacity that PRWUA can and agrees to make available to PG consistent with the terms of the Master Agreement. PG is solely responsible to make the arrangements necessary for such second tier PRCEP capacity use and pay all associated costs. All terms of this Agreement shall be applicable to the use of such PRCEP capacity except for the JWCD and PRWUC charges for use of JWCD and PRWUC PRCEP capacities described in section 3.c. below.

c. **Third Tier PRCEP Capacity Use.** Next, PG may utilize any PRCEP capacity that JWCD or PRWUC can reasonably make available to PG. Due to the redundancy in JWCD's system, and the likely demands on JWCD and PRWUC when excess Grove Creek and Battle Creek flows are likely to occur, it is anticipated that JWCD or PRWUC will be able to make PRCEP capacity available to PG, however, JWCD and PRWUC make no specific representations or warranty of the same. JWCD's service to its member agencies (including any member agency(ies) that may be added), JWCD's commitments to Welby Jacob Water Users Company, and JWCD's opportunities to sell surplus water for revenue, may take priority to the uses granted PG herein. Increased costs incurred by JWCD or PRWUC, as

reasonably calculated by JWCD or PRWUC, as a result of PG use of JWCD or PRWUC PRCEP capacity shall be reimbursed to JWCD or PRWUC by PG within 30 days of receipt of an invoice for the same, together with interest at the then prevailing Public Treasurers' Investment Fund rate plus 2% per annum. In addition, PG may be charged a carriage fee as set by the JWCD Board of Trustees and/or the PRWUC Board of Directors. PG may, in lieu of payment of the carriage fee to JWCD and/or PRWUC, and while PG is deemed by JWCD and PRWUC to be in full compliance with the terms of this Agreement, keep the carriage fee in a restricted reserve to be used by PG only for improvements to PG facilities that reduce PG dependence on PRCEP capacity, or studies regarding the same, as reasonably approved in advance by JWCD and PRWUC.

d. **Fourth Tier PRCEP Capacity Use.** To the extent that PG needs PRCEP capacity in addition to JWCD's or PRWUC's capacity, it will acquire such capacity by written contract, but all terms of this Agreement shall be applicable to the use of such additional PRCEP capacity except for the JWCD or PRWUC charges for use of JWCD and/or PRWUC PRCEP capacity described in section 3.c. above.

e. **Mandatory Consent of Others.** Any use of PRCEP by PG shall require the written and signed agreement of the other parties to the Master Agreement. JWCD will reasonably cooperate with PG to obtain such agreement, but makes no warranty or representation that such agreements will be obtained. Any use of the PRCEP while in USBR ownership shall require the written agreement of USBR.

4. **Watershed Protection.**

a. **Approved Watershed Protection Plan.** PG shall, at its sole expense, cause a source protection plan, reasonably approved by JWCD and PRWUC in advance, to be developed and implemented. The source protection plan must be approved by the Utah Division of Drinking Water and/or other state and/or federal agency from time to time as required by applicable law, statute, regulation or ordinance. The source protection plan shall include signage, education and reasonable patrols. It is not anticipated that the plan will require exclusion of horses, dogs, or overnight camping, but that may change in the future to address serious biological contamination as reasonably determined by JWCD and PRWUC after consultation with PG. One goal of the source protection plan is stream protection zones of a distance from the stream available to Utah cities of the first class. Since PG is not a city of the first class, cooperation of the United States Forest Service (USFS), and/or Utah County ordinance, and/or legislation may be necessary to achieve this goal. The same will be diligently pursued as necessary by PG, with the reasonable cooperation of JWCD and PRWUC. One goal of the source protection plan shall be maintaining water quality at least of the same quality as to each constituent of concern as Provo River water at the Murdock Diversion as that may change from time to time.



b. **Sampling.** In consultation with PG, JWCD and PRWUC will develop a sampling plan for the watersheds and Provo River at the Murdock Diversion. The sampling plan may change from time to time with experience, trends, concerns as to particular constituents that may change from time to time (including but not limited to constituents that are regulated), and applicable law, statute, regulation or ordinance. Attached as Exhibit B is an initial sampling plan. PG shall, at its sole expense, cause samples to be gathered, labeled and transported for testing in a manner consistent with JWCD protocols, that may change from time to time, by qualified and trained individuals. JWCD shall be solely responsible for lab costs. **[In light of the companion agreement between the City and Metro, this subparagraph is repetitive of efforts. Inasmuch as Jordan Valley doesn't intend to increase the burden on the City, it offers (i) to perform all lab work half of the time at its expense (or to cause it to be done by outside, consulting labs), and (ii) to communicate all results to Metro. The City can make the necessary arrangements with Metro for this to happen, and a letter to Jordan Valley from both the City and Metro would be sufficient.]**

5. **Regulatory Approvals and Water Rights.**

a. **Protection of Utah Lake Rights.** PG understands that PRP, CUP and Welby Jacob Water Users Company water rights that JWCD depends upon, and various Provo River and Weber River water rights that PRWUC depends on, are dependent upon the level of Utah Lake. Except as otherwise approved by final order of the Utah State Engineer (or final court order upon judicial review), at PRWUA's sole discretion, Grove Creek and Battle Creek water introduced into PRCEP by PG may be discharged to American Fork River, Dry Creek, and/or Jordan River in order to make Utah Lake whole. PRWUA shall never have any obligation to discharge quantities that would cause the capacity of American Fork River, Dry Creek and/or Jordan River as determined by PRWUA, to be exceeded. PG shall at its sole expense be responsible for any compliance with any and all federal and state statutes, regulations or ordinances applicable to such water rights and discharges, including, but not limited to, any Clean Water Act compliance and any compliance with any applicable water rights common law, statutes or regulations.

b. **Necessary Water Rights.** To the extent Grove Creek and Battle Creek water introduced into PRCEP for PG cannot be so discharged, or is not so discharged, into American Fork River, Dry Creek and/or Jordan River, PG shall have in place any approvals required by applicable federal and/or state statutes, regulations or ordinances. JWCD and PRWUC will make reasonable efforts to consult with PG before protesting any application to the Utah State Engineer filed by PG to use excess Grove Creek or Battle Creek water introduced into PRCEP, but JWCD and PRWUC reserve all power and right to protect their water rights and

the water rights that they depend upon. Subject to the foregoing, PG is free to sell the Grove Creek and Battle Creek water introduced into PRCEP consistent with this Agreement.

6. **Insurance.** PG shall maintain a broad form general liability policy of insurance consistent with Exhibit A attached. PG will procure an endorsement listing JWCD, PRWUC, PRWUA, and their respective trustees, directors, officers, and employees as additional insureds for claims arising out of PG's use of the PRCEP or PG's failure to make alternative measures for handling Grove Creek and Battle Creek flows following effective date of termination of this Agreement. Such coverage for JWCD and PRWUC and their respective trustees, directors, officers and employees shall be primary to any other coverage for the additional insureds. PG shall provide an insurance certificate and an endorsement to JWCD and PRWUC evidencing compliance with this provision at least annually. From time to time JWCD or PRWUC may increase the required liability limit to account for inflation. From time to time JWCD or PRWUC may make other changes to the liability insurance requirements to account for changes in the insurance industry or standard insurance forms. In the alternative, JWCD and PRWUC may elect to make other equivalent arrangements to have JWCD, PRWUC and PG, and their trustees, directors, officers, and employees as insured under the same policy for the first layer of coverage as described and apportion the costs reasonably.

7. **Term.**

a. **Perpetual Term Subject to Termination.** Except as described in this Agreement, the term of this Agreement shall be perpetual.

b. **Fifteen Year Notice Termination Without Cause.** Upon at least fifteen (15) years prior written notice, JWCD or PRWUC may terminate this Agreement without cause, in their sole and absolute discretion. If notice is given under this contract clause, PG will begin to implement improvements to the PG storm water system or provide information to JWCD and PRWUC regarding any other alternative methods PG decides to use in order to adequately manage the excess flows. PG will provide a written annual report to JWCD and PRWUC regarding the progress. During the 15 year notice period and as long as reasonable progress, as determined jointly by PG, JWCD and PRWUC, is being made regarding improvements to the PG storm water system, PG may continue to use the PRCEP for excess flows as outlined in this Agreement. If reasonable progress is not being made during the 15 year notice period, PG agrees and acknowledges that the lack of progress is deemed a public threat and this Agreement will be terminated pursuant to paragraph 7.c. In this event, PG agrees to defend and indemnify JWCD and PRWUC as more specifically stated in paragraph 7.g.

c. **Termination Upon Finding of Public Threat.** JWCD or PRWUC may terminate this Agreement as determined to be reasonable and necessary to avoid a material threat

to the health, safety and welfare of the public, after notice which is reasonable under the circumstances, all as determined in good faith by the JWCD Board of Trustees or the PRWUC Board of Directors in a meeting where PG is invited to attend and give comment.

d. **Termination by PG.** PG may terminate this Agreement without cause upon 30 days written notice to both JWCD and PRWUC.

e. **PG Obligation to Develop System Upon Termination.** PG shall plan, finance and construct facilities to reasonably carry excess Grove Creek and Battle Creek waters without harm to person or property, and shall discontinue use of the PRCEP completely and timely upon the termination date.

f. **No Prejudice to Other Remedies.** All rights of termination by JWCD, PRWUC and PG expressed in this Agreement shall be in addition to any legal or equitable remedies for breach of this Agreement that would otherwise be available, including termination for material breach and specific performance.

g. **Indemnity.** In addition to the coverages and benefits afforded by the insurance described in paragraph 6 of this Agreement, PG shall defend, indemnify and hold harmless JWCD, PRWUC and PRWUA and their respective trustees, directors, officers, shareholders, agents, assigns, successors, and employees from any and all third-party claims, demands, obligations, actions, causes of action of every kind, nature and description, and all liabilities for injuries, losses, death, and damages, whether personal, property, or economic, in any way arising out of, resulting from, or related to, but not limited to: (i) termination of Grove Creek and Battle Creek excess flows in to or out of the PRCEP, and (ii) discharge or release of Grove Creek or Battle Creek water from the PRCEP.

h. **Obligations That Survive Termination.** PG obligations to make payments, make restoration, and indemnify as described in this Agreement shall survive termination.

## 8. **General.**

a. **Notice.** Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Jordan Valley Water Conservancy District  
ATTN: General Manager  
8215 South 1300 East  
West Jordan, Utah 84088

Provo Reservoir Water Users Company  
1156 South State Street, Suite 104  
Orem, Utah 84097

Pleasant Grove City  
ATTN: City Administrator  
70 South 100 East  
Pleasant Grove, Utah 84062

b. **Successors/Assigns/Third Party Beneficiaries.** The rights and obligations of the parties may not be assigned or transferred without the prior written consent of all other parties, which may be withheld at the sole discretion of the approving party. PRWUA alone is an intended third party beneficiary.

c. **Authority.** The person(s) signing on behalf of the parties represent and warrant that they have been duly authorized by formal action of their respective governing body to execute this Agreement.

d. **No Warranty.** Neither JWCD nor PRWUC makes any warranty or representation as to the condition of the PRCEP, or the fitness or compatibility of the PRCEP for use as anticipated by PG or this Agreement.

e. **Venue.** This Agreement shall be governed by the laws of the State of Utah. Any action regarding this Agreement shall be brought in the Third Judicial District Court in and for Salt Lake County.

f. **Integrated Agreement.** (i) This Agreement constitutes the entire agreement among the parties on the subjects set forth and it supersedes any prior negotiations or discussions, and cannot be altered except through a written instrument signed by all parties.

(ii) PG and the MWDSLs entered into that certain "Agreement between Metropolitan Water District of Salt Lake & Sandy and Pleasant Grove City for the Monitoring of Water Quality and the Carriage of Flood Flows of Grove Creek and Battle Creek in the Provo Reservoir Canal Enclosure Project," effective as of February 13, 2012 (the "Contract"). If the Contract is

amended, revised, restated or terminated, or if MWDSLs gives to PG an order or direction as authorized by the terms of the Contract, then PG shall give written notice to JVWCD and PRWUC within ten (10) business days following that event. If this Agreement is amended, revised, restated, or terminated, or if JVWCD and/or PRWUC should give to PG an order or direction as authorized by the terms of this Agreement, then PG shall give written notice to MWDSLs within ten (10) business days following that event.

DATED effective the day and date first written above.

JVWCD:

Dated: \_\_\_\_\_ JORDAN VALLEY  
WATER CONSERVANCY DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

PRWUC:

Dated: \_\_\_\_\_ PROVO RESERVOIR WATER USERS  
COMPANY

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

CITY:

Dated: \_\_\_\_\_ PLEASANT GROVE CITY

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

\_\_\_\_\_  
City Recorder

## **EXHIBIT A**

### **INSURANCE AND BOND REQUIREMENTS**

**Re: PG, JWCD and PRWUC**

#### **A. MINIMUM LIMITS OF INSURANCE**

PG and all of PG's contractors and all subcontractors of PG's contractors shall maintain limits no less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000.0 Aggregate, Broad Form Commercial General Liability, (ISO 1993 or better), to include Products - Comp/OP, aggregate of \$2,000,000.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retention must be declared to and approved by JWCD and PRWUC in writing. At the option of JWCD or PRWUC, either the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects JWCD or PRWUC, its trustees, directors, officers, and employees, or PG may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

#### **C. PERFORMANCE AND PAYMENT BONDS**

All persons and entities performing any work which may impact PRP, PRCEP, JWCD or PRWUC facilities will provide performance and payment bonds for the full sum of their contracts, naming JWCD and/or PRWUC, as applicable, as co-obligee.

#### **D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **I. General Liability Coverages**

(a) JWCD and PRWUC, their trustees, directors, officers, and employees are to be covered as additional insureds as respects: claims arising out of activities of the named insured relating to the collection, conveyance, or discharge of Grove Creek and/or Battle Creek flows and/or construction that may impact JWCD and/or PRWUC facilities. The coverage shall

contain no special limitations on the scope of protection afforded to JWCD or PRWUC, their trustees, directors, officers, and employees.

(b) The insurance coverage of PG, PG's contractors and subcontractors, shall be a primary insurance with respect to JWCD or PRWUC, their trustees, directors, officers, and employees. Any insurance or self-insurance maintained by JWCD or PRWUC, their trustees, directors, officers, and employees shall be in excess of the PG's insurance and shall not contribute with it.

**E. ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the authorized representatives of JWCD and PRWUC.

**F. VERIFICATION OF COVERAGE**

PG and all of PG's contractors and all subcontractors of PG's contractors shall furnish JWCD and PRWUC with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by JWCD and PRWUC before work commences. JWCD and PRWUC reserve the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

**G. PG STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS**

PG shall see that each of PG's contractors, and each of their subcontractors, complies with these insurance requirements, and PG shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

## EXHIBIT B

### Sampling Plan

Samples will be gathered at or near the Murdock Diversion on the Provo River, at or near the mouth of Battle Creek canyon, at or near the mouth of Grove Creek canyon for the purposes of testing for the following listed constituents. Samples will be collected at the frequencies indicated. Samples will be collected by PG and delivered to the JWTP lab located at 15305 South 3200 West, Herriman, Utah, 84065. Any costs related to the collection and transporting of the samples will be the responsibility of PG. Sample testing will be performed by JWCD. Any costs related to the processing of sample tests will be the responsibility of JWCD.

<u>Constituent</u>	<u>Frequency (April-September)</u>	<u>Frequency (October-March)</u>
total organic carbon (TOC)	weekly	monthly
pH	weekly	monthly
alkalinity	weekly	monthly
hardness	weekly	monthly
turbidity	weekly	monthly
colilert	weekly	monthly
heterotrophic plate count	weekly	monthly
nitrate	weekly	monthly
nitrite	monthly	monthly
chloride	weekly	monthly
fluoride	monthly	monthly
sulfate	weekly	monthly
ortho-phosphate	monthly	monthly
metals	monthly	monthly
total dissolved solids	monthly	monthly
conductivity	monthly	monthly
giardia	monthly	quarterly
cryptosporidium	monthly	quarterly

Changes to the location, frequency, and constituents may be modified from time to time as reasonably determined by JWCD or PRWUC.





**NOTICE OF MEETING  
OF THE  
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a **regular meeting at 6:00 p.m. on Tuesday September 17, 2013** in City Council Chambers, 86 East 100 South, Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend and comment.

**AGENDA**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **OPENING REMARKS**
4. **APPROVAL OF MEETING'S AGENDA**
5. **CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
  - a. City Council and Work Session Minutes:  
City Council Minutes for the August 7, 2013 meeting.  
City Council Special Meeting Work Session Minutes for August 12, 2013.
  - b. To consider for approval Nanette Clark as an Arts Commission member.
  - c. To consider for approval paid vouchers for (May 20, 2013)
6. **OPEN SESSION**
7. **BUSINESS**
  - A. Interview applicants for City Council vacancy.
  - B. **Executive session to discuss the character, professional competence or physical or mental health of an individual (UCA 52-5(1)(a)(i)).**
  - C. To consider selection/appointment of new city council member who will serve the remaining term of office (four months) left vacant by Council Member Lee Jensen.
  - D. Oath of Office administered to interim Council Member who will serve until January 7, 2014.
  - E. **Public Hearing** to receive input from the public with respect to (a) the issuance of Bonds in the aggregate principal amount of not to exceed \$16,960,000 and (b) any potential economic impact and improvements, facilities, or properties financed in whole or in part with the proceeds of the Bonds may have on the private sector. **(CITY WIDE)** *Presenter: Administrator Darrington*
  - F. **Continued Public Hearing** to consider for adoption an Ordinance **(2013-26)** permanently abandoning a road right-of-way located at approximately 600 East

100 South (**STRING TOWN NEIGHBORHOOD**) *Presenter: Engineer Lewis*  
(Continued from the September 3, 2013 meeting)

- G. Continued Item.** To consider the approval of a 4-lot Final Plat to adjust boundary lines called Walker Landing Plat B located at approx. 140 South 600 East in an R1-7 (Single Family Residential) zone. (**OLD FORT NEIGHBORHOOD**) *Presenter: Engineer Lewis* (Continued from the September 3, 2013 meeting)
- H.** To consider for approval a 1 lot Final Plat called Majestic Meadows Condominiums Plat D located at approx. 550 West State Street in the CG (Commercial General) zone. (**SAM WHITE'S LANE NEIGHBORHOOD**) *Presenter: Director Young*
- I.** To consider for approval a 25 lot Final Plat called Palisades Plat B located at approx. 882 East 640 South in R1-9 (Single Family Residential) zone. (**SCRATCH GRAVEL NEIGHBORHOOD**) *Presenter: Director Young*
- J.** To consider for adoption an Ordinance (**2013-29**) amending Title 2 Chapter 1 "Permanent Administrative Councils, Boards, Commissions and Districts" of the Pleasant Grove Municipal Code to add the Strawberry Days Committee as one of the permanent committees and providing for an effective date. *Presenter: Attorney Petersen*
- K.** To consider for adoption an Ordinance (**2013-30**) establishing a Strawberry Days Committee, amending Title 2 Chapter 2 of the Pleasant Grove Municipal Code to add Section I, "Strawberry Days Committee; providing for appointment of a standing committee and other related matters; and providing for an effective date. *Presenter: Attorney Petersen*
- L.** To consider for adoption a Resolution (**2013-036**) authorizing the Mayor to sign a lease-purchase agreement with Zion's Bank to purchase vehicles for the Police Department, and other matters in connection therewith, and providing for an effective date. *Presenter: Director Lundell*
- M.** To consider for adoption a Resolution (**2013-037**) authorizing the Mayor to sign an agreement among Jordan Valley Water Conservancy District, Provo Reservoir Water Users Company and Pleasant Grove City for the monitoring of water quality and the carriage of flood flows of Grove Creek and Battle Creek in the Provo Reservoir Canal Enclosure Project and providing for an effective date. *Presenter: Administrator Darrington*

**8. NEIGHBORHOOD AND STAFF BUSINESS**

**9. MAYOR AND COUNCIL BUSINESS**

**10. SIGNING OF PLATS**

**11. REVIEW CALENDAR**

**12. ADJOURN**

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in three public places within the Pleasant Grove City limits. Agenda also posted on State (<http://pmn.utah.gov>) and City websites ([www.plgrove.org](http://www.plgrove.org)).

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Posted by: Kathy T. Kresser, City Recorder  
Date: September 13, 2013  
Time: 1:00 p.m.



**\*NOTE:** If you are planning to attend this public meeting and, due to disability need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

DRAFT



# SEPTEMBER 2013



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Labor Day City Offices Closed 	3 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	4 Delay in recycling because of the holiday	5 Curbside Recycle Pickup Day North Route	6	7
8	9	10 City Council Work Session 6:00 p.m.	11 Bike and Pedestrian Master Plan Open House 6:00 – 8:00	12 Planning Commission Meeting 7:00 p.m.	13	14 PG Jubilee 11:00 am to 4:00 pm
15	16	17 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	18 Curbside Recycle Pickup Day North Route	19 Board of Adjustment Meeting 7:00 p.m. Historical Preservation Committee Meeting 7:00 p.m.	20	21
22  Autumn Begins	23	24 City Council Work Session 6:00 p.m.	25 Curbside Recycle Pickup Day South Route	26 Arts Commission Meeting 7:30 p.m.	27	28
29	30	Oct 1 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	2 Curbside Recycle Pickup Day North Route	Department Staff Meetings Administrative Services: 1st and 3rd Wed at 9:00 a.m. Community Development: Wednesdays at 7:30 a.m. Department Heads: Tuesday at 2:00 p.m. Fire/EMS: 1st Wednesday of the month at 7:00 a.m. Library: 1st Friday of the month Parks: Tuesday at 7:00 a.m. - Recreation: Monday at 4:00 p.m. Public Safety: 1st Friday of the month at 7:00 a.m. Public Works: Wednesdays at 6:30 a.m.		

