



NOTICE OF MEETING OF THE PLEASANT GROVE CITY COUNCIL

Notice is hereby given that the Pleasant Grove City Council will hold a **Work Session meeting at 4:30 p.m.** prior to the regular **meeting on Tuesday, August 15, 2023** in the Community Room 108 S 100 E, **at 6:00 p.m.** This is a public meeting and anyone interested is invited to attend. Work Sessions are not designed to hear public comment or take official action.

AMENDED AGENDA

4:30 P.M. WORK SESSION

- A. Introduce new employees.
- B. Fire Department badge ceremony.
- C. Staff Business.

6:00 P.M. REGULAR CITY COUNCIL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. OPENING REMARKS

4. APPROVAL OF MEETING AGENDA

5. OPEN SESSION

- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
- a. City Council Minutes:
City Council Minutes for the August 1, 2023 meeting.
 - b. To consider for approval Payment Request No. 1 for Eagle Environmental Inc for the Asbestos and Hazardous Materials Removal Project.
 - c. To consider for approval Change Order No.1 and Payment Request No. 2 for Staker Parson for the 2600 North Roadway Improvement Project.
 - d. To consider for approval Change Order No. 2 and Payment Request No. 6 for Newman Construction Inc., for the 1300 West Street and Utility Improvement Project.
 - e. To consider for approval Change Order No. 1 and Payment Request No. 4 for BD Bush Excavation Inc. for the 1300 East Street and Utility Improvement Project.
 - f. To consider for approval Final Payment for Great Western Landscape for the Old Cemetery Irrigation Project.
 - g. To consider approval of Payment Reports for August 10, 2023.

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:

8. PRESENTATIONS:

9. PUBLIC HEARING ITEMS:

- A. **Continued Item.** Public Hearing to consider for adoption (2023-15) to create City Code Section 10-15-49, Water Efficiency Standards and to amend the landscape requirements included in Title 10 Chapters 8-14. The city is proposing to include new landscaping requirements with the intent to conserve the public's water resources by establishing water conservation standards for the installation of grass and turf as outdoor landscaping in all residential, commercial, and industrial zones within the city for new construction. (CITY WIDE) (Pleasant Grove City Application) *Presenter: Director Winterton* Continued from the August 1, 2023 meeting
- B. Public Hearing to consider for adoption an Ordinance (2023-17) to adjust the common boundary between Pleasant Grove City and American Fork City. The proposed area to be adjusted is owned by Bruce C. Black and Monica R. Black or Their Successors as Trustees of the Black Family Trust Dated April 21, 2021. Parcel Number: 14-018-0087 and contains 31,759 square feet or 0.73 acres; located at approximately 1600 W 2000 N Pleasant Grove, Utah and providing an effective date. *Presenter: Attorney Petersen*

10. ACTION ITEMS READY FOR VOTE:

- A. To consider for adoption a Resolution (2023-040) authorizing the Mayor to sign a Donation Agreement with Greg and Julie Cook and the Cook Family Irrevocable Trust for Five Million Dollars (\$5,000,000) to be used for the development of a Park located at approximately 600 West and 600 North, Pleasant Grove, Utah County, Utah and providing an effective date. *Presenter: Administrator Darrington*
- B. To consider for adoption a Resolution (2023-041) of the Pleasant Grove Council consenting to the reorganization of the Timpanogos Special Service District as a Special Independent District and providing an effective date. *Presenter: Director Winterton*
- C. To consider for adoption a Resolution (2023-042) authorizing the Mayor to sign an Interlocal Cooperative Agreement between Cedar Hills City and Pleasant Grove City for the Harvey Boulevard Widening Project (4000 North in Pleasant Grove) and providing an effective date. *Presenter: Director Winterton*
- D. To consider for adoption a Resolution (2023-043) authorizing the Mayor to execute a Master Agreement for Professional Services with RB&G Engineering, Inc. for Engineering Services on a Project by Project basis, and providing an effective date. *Presenter: Director Winterton*
- E. To consider for adoption a Resolution (2023-044) authorizing the Mayor to declare 2 - 2007 Chevrolet Colorado Pickup Trucks, 1 – 2000 Chevrolet 2500 Pickup Truck, 1 – 2015 Honda Pioneer SXS500 and 1 – 2016 Honda Pioneer SXS500 as surplus and direct that they be disposed of according to the City's policy for disposing of surplus property. *Presenter: Director Winterton*
- F. To consider for approval a 1-lot Final subdivision plat, called Triple Play Baseball Plat 'A' on 1.623 acres, approximately located at 220 South Garden Grove Lane in The Grove Zone – Commercial Sales Subdistrict. (SAM WHITE'S LANE NEIGHBORHOOD) (Adam Lambert Applicant) *Presenter: City Engineer Wilson*
- G. To consider for approval a commercial site plan for an indoor baseball facility, located at approx. 220 South Garden Grove Lane in The Grove Zone – Commercial Sales Subdistrict. (SAM WHITE'S LANE NEIGHBORHOOD) (Adam Lambert Applicant) *Presenter: City Engineer Wilson*
- H. To consider for approval a commercial site plan for a credit union, located at approx. 1554 West Pleasant Grove Boulevard in The Grove Zone – Commercial Sales Subdistrict. (SAM WHITE'S LANE NEIGHBORHOOD) (Eric Malmberg Applicant) *Presenter: City Engineer Wilson*
- I. To consider for approval a 6-lot final flag lot subdivision plat, called Gordon Grove Subdivision Plat 'B' on 2.22 acres, approximately located at 1309 North 380 East in the R1-8 (Single Family

Residential) Zone. (BIG SPRING NEIGHBORHOOD) (Jason Fox Applicant) *Presenter: City Engineer*

- J.** To consider for adoption a Resolution (2023-045) authorizing the Mayor to execute a Web Services Sales Agreement for Professional Services with Revize LLC, AKA Revize Software Systems for website design, hosting and maintenance services and providing an effective date. *Presenter: Assistant to the City Administrator Brower*
- K.** To consider for adoption an Ordinance (2023-18) granting Quest Corporation DBA CentryLink QC (“Company”), a Nonexclusive Franchise to operate a Telecommunications Network in the City of Pleasant Grove, Utah pursuant to a Franchise Agreement specifying Company’s Rights and Duties and providing an effective date. *Presenter: Attorney Petersen*

11. ITEMS FOR DISCUSSION:

- A.** Continued Items from the Work Session if needed.

12. REVIEW AND DISCUSSION ON THE AUGUST 28, 2023 CITY COUNCIL SPECIAL MEETING AGENDA.

13. MAYOR AND COUNCIL BUSINESS.

14. SIGNING OF PLATS.

15. REVIEW CALENDAR.

16. ADJOURN.

CERTIFICATE OF POSTING:

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

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: August 11, 2023 Reposted August 14, 2023

Time: 12:00 pm

Place: City Hall, Library and Community Room 108 S 100 E.

*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.

**PARTIAL PAYMENT ESTIMATE
NO. 1**

Name of Contractor:	<i>Eagle Enviromental Inc.</i>	
Name of Owner:	<i>Pleasant Grove City</i>	
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: August 11, 2023	Original: \$64,909.57	From: June 14, 2023
Revised: na	Revised: na	To: August 8, 2023
Description of Job:	<i>Asbestos and Hazardous Materials Removal</i>	
Amount	This Period	Total To Date
Amount Earned	\$64,909.57	\$64,909.57
Retainage Held	\$0.00	\$0.00
Retainage Being Released	\$0.00	\$0.00
Previous Payments	-	\$0.00
Amount Due	\$64,909.57	\$64,909.57

This project is complete.

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by: Pleasant Grove City Engineering

Date: 8/9/2023

Chris Rindlisbacher 2023.08.09
06:57:20-06'00'

Chris Rindlisbacher

Accepted by: Eagle Enviromental Inc.

Date: 8-9-2023

Chris Rindlisbacher

Approved by: Pleasant Grove City Mayor

Date: _____

Eagle Environmental Inc.

891 W. Robinson Dr #4
North Salt Lake, UT 84054
801-936-1155

laurag@eagleenvironmentalinc.com

**Invoice****BILL TO**

Pleasant Grove City

SHIP TO

Kindness Park

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
24090-OC-01	08/07/2023	\$64,909.57	08/07/2023	DUR	

SCOPE OF WORK

Removed, transported and disposed of approximately 500 sq. ft. of linoleum, 3,000 sq. ft of plaster, 40 In ft of cove base, and 80 In ft. of duct tape.

Removed, transported, and disposed of approximately 86 light tubes, 36 ballast, 2 A/C units, 1 fire extinguisher, and 2.5 gallons of misc.

BALANCE DUE

\$64,909.57

We appreciate your business and look forward to working with you again soon!

August 10, 2023

Britton Tveten, P.E.
Pleasant Grove City Staff Engineer
323 West 700 South
Pleasant Grove, Utah 84062
btveten@pgcity.org

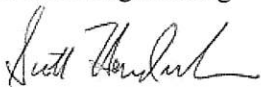
Re: Pleasant Grove 2600 North, 1550 West to Canyon Road
West Project Limit to Pleasant Grove City Limit
Change Order No. 1
1-A Mill and Fill West Project Limit to AF City Limit, and
1-B Add Custom Business Access Traffic Control Signs
1-C Nixon Abandon Septic and Connect to Sewer Lateral
1-D 180 West Add Sidewalk (Southwest corner)

Dear Britton,

Please find attached Change Order No. 1 for the subject project for Staker Parson review and approval. Change Order No. 1 adds pay items and extends quantities for added work to rotomill and overlay/fill from the west project limit to the American Fork City limit, adds a pay item for custom business access traffic control signs, and adds pay items and extends quantities to abandon the existing septic system at the Nixon parcel and connect to the sewer lateral, and to construct sidewalk and a pedestrian access ramp at the southeast corner of the 180 West intersection. This change order also includes provision to add one day to contract time if it is shown that the mill and fill work adversely affects the project critical path, and also to add three days to contract time if it is shown that added work at 180 West adversely affects the project critical path.

Please review the Change Order, have it signed, and return the fully executed copy to us. We will then forward it to Staker for their use and files. If you have any questions, please call.
Sincerely,

RB&G Engineering



Scott Hendricks, P.E.
Resident Engineer

cc: Neal Winterton, Pleasant Grove City Engineer

DOCUMENT 00 99 00

CONTRACT CHANGE ORDER

Date: August 9, 2023

Project: Pleasant Grove 2600 North Roadway Widening and Reconstruction

Location: Appx. 1550 West to American Fork City Limit

Change Order No.: 1-A, 1-B, 1-C, 1-D

You are hereby requested to comply with the following changes from the contract plan and specifications.

Schedule CO 1-A; Mill and Fill West Project Limit to American Fork City Limit

Item No.	Description of Changes, Quantities, Units Prices, Change in Completion Schedule, etc.	Decrease in Contract Price	Increase in Contract Price
24	HMA – ½ Inch (290 tons @ \$119.00 / ton)		\$34,510.00
116	Rotomilling – 1 Inch (3,090 sq. yd. @ \$2.28 / sq. yd.)		\$7,045.20
117	Traffic Control – Change Order No. 1-A Added Work (1 day @ \$766.00 / day)		\$766.00
	Change in contract price due to this work directive:		\$42,321.20
	Total Increase		\$42,321.20
	Total Decrease		\$0
	Difference between Col. 3 & 4		\$42,321.20
	CO 1-A Net increase		\$42,321.20

Schedule CO 1-B; Add Custom Business Access Signs for Traffic Control

Item No.	Description of Changes, Quantities, Units Prices, Change in Completion Schedule, etc.	Decrease in Contract Price	Increase in Contract Price
118	Custom Traffic Control Sign - 48 inch x 48 inch (4 each @ \$448.25 / each)		\$1,793.00
	Change in contract price due to this work directive:		\$1,793.00
	Total Increase		\$1,793.00
	Total Decrease		\$0
	Difference between Col. 3 & 4		\$1,793.00
	CO 1-B Net increase		\$1,793.00

Schedule CO 1-C; Parcel #21: Nixon Abandon Septic and Connect Sewer

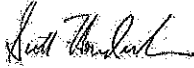
Item No.	Description of Changes, Quantities, Units Prices, Change in Completion Schedule, etc.	Decrease in Contract Price	Increase in Contract Price
119	Abandon Septic System & Connect to Sewer Lateral (1 Lump Sum @ \$4,606.00)		\$4,606.00
120	4 Inch Sewer Pipe (150 ft @ \$79.00/ft)		\$11,850.00
	Change in contract price due to this work directive:		\$16,456.00
	Total Increase		\$16,456.00
	Total Decrease		\$0
	Difference between Col. 3 & 4		\$16,456.00
	CO 1-C Net increase		\$16,456.00

Schedule CO 1-D; 180 West Sidewalk

Item No.	Description of Changes, Quantities, Units Prices, Change in Completion Schedule, etc.	Decrease in Contract Price	Increase in Contract Price
5	Remove Asphalt Pavement (275 sq. yd @ \$5.55 / sq. yd.)		\$1,526.25
6	Remove Curb and Gutter (70 ft @ \$9.35 / ft)		\$654.50
11	30-Inch Concrete Curb and Gutter (70 ft @ \$41.40 / ft)		\$2,898.00
12	Concrete Sidewalk (675 sq. ft. @ \$8.60 / sq. ft.)		\$5,805.00
14	Corner Pedestrian Access Ramp (Each @ \$4,025.00)		\$4,025.00
23	Untreated Base Course (61 cu. Yd. @ \$53.80 / cu. yd.)		\$3,281.80
24	HMA ½ Inch (66 ton @ \$119.00 / ton)		\$7,854.00
34	Remove Fence (20 ft @ \$11.50 / ft)		\$230.00
121	Remove and Salvage Corral Panel Gates (1 Each @ \$788.00)		\$788.00
122	4 ft. Field Wire Mesh Fence with Sch 40 Steel Posts (40 ft @ \$52.00 / ft)		\$2,080.00
123	Traffic Control - Change Order No. 1-D Added Work (1 Lump Sum @ \$2,690.00)		\$2,690.00
	Change in contract price due to this work directive:		\$31,832.55
	Total Increase		\$31,832.55
	Total Decrease		\$0.00
	Difference between Col. 3 & 4		\$31,832.55
	CO 1-D Net increase		\$31,832.55

Total net increase / decrease for this change order \$92,402.75

The sum of \$92,402.75 is hereby added to the total contract price of \$6,230,865.00, and the total adjusted contract price to date thereby is \$6,323,767.75. One additional day will be added to contract time if the mill and fill work from the west project limit to the American Fork City limit is shown to be on the project critical path. Three additional days will be added to contract time if the additional work at 180 West is shown to be on the project critical path.

Recommended by:  8/9/2023
(Engineer) _____ Date _____

Accepted by:  signed by Victoria Guerrero
on 08/10/2023
Victoria Guerrero@stakepartners.com
Date: 2023.08.10 12:20:56 -05'00' 8/10/2023
(Contractor) _____ Date _____

Accepted by: _____
(Pleasant Grove City) _____ Date _____

MEASUREMENT AND PAYMENT

Item 116. Rotomilling – 1 Inch

- a. APWA Standard Specification Reference: Section 32 01 16.71
- b. Measurement: Square Yard.
- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to rotomill to the specified depth, transport, and properly dispose of rotomillings.
- d. Where authorized by the engineer, rotomillings may be placed and compacted on-site in-lieu of untreated base course for gravel driveway or similar locations to provide a permanent stabilized surface.
- e. Where engineer directs rotomilling in excess of 1 inch in thickness, payment will be made based on a calculated equivalent area of 1 inch thick rotomilling.

Item 117. Traffic Control – Change Order No. 1A Added Work

- a. APWA Standard Specification Reference: Section 01 55 26, Project Special Provision Reference: Section 01 55 26.
- b. Measurement: Day. This item is intended to cover over additive project traffic control work associated with the change order work for (1) one day duration.
- c. Payment Covers: All additive costs associated with all materials, labor, equipment, rental costs, VMS boards, barricades, flagging, standard MUTCD and custom static signs, temporary striping, trench plating, driveway plating, temporary pavement widening if required for maintenance of traffic, detours, and any incidentals to safely control traffic in accordance with the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD). This item also includes pedestrian traffic control to provide and maintain pedestrian and residence access, and ensure pedestrian safety, and additional signing as needed to maintain business access throughout the project as required by the contract documents.
- d. Where supplemental traffic control sheets are required for the change order work, price includes all costs to have traffic control plans prepared and stamped by a professional engineer licensed in the State of Utah, and approved by the owner and engineer. No additional payment will be made to revise plans to comply with the MUTCD, or for supplemental sheets needed for specific locations.

Item 118. Custom Traffic Control Sign - 48 inch x 48 inch

- a. APWA Standard Specification Reference: Section 01 55 26, Project Special Provision Reference: Section 01 55 26.
- b. Measurement: Each.
- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to fabricate, furnish, install, and maintain the custom traffic control sign of the specified size throughout the duration of the project.

Item 119. Abandon Septic System & Connect to Sewer Lateral

- a. Project Special Provision Reference: Section 02 41 13.
Pleasant Grove Standard Specification Reference: Ch. 4, Div. 4, Sect. 4A.11.
Pleasant Grove Standard Drawing 17A.
- b. Measurement: Lump Sum.
- c. Payment Covers: Property owner coordination to locate the existing septic system, connection point, and cleanout; and all costs for labor, materials, equipment, and appurtenances required to remove the existing septic tank and leach lines in accordance with Utah County Health Department regulations, and geometric compatibility of the new sewer lateral.
- d. Price includes excavation, temporary shoring, dewatering, demolition, disconnecting the existing septic tank from the residence, bypass pumping if required, disposal, backfill, compaction, and testing.
- e. Price includes obtaining a Utah County Health Department Septic Tank Abandonment permit, including all related fees.
- f. Price includes connection to the existing residential service outfall (currently a septic system), fittings, bends, and incidentals.
- g. Price includes protecting existing utility facilities, performing exploratory excavation (potholing) to identify utility conflicts, and coordinating with the conflicting utility for needed relocations.
- h. Payment includes coordination with Pleasant Grove City, and compliance with their standard practices.

Item 120. 4 Inch Sewer Lateral

- a. Pleasant Grove Standard Specification Reference: Ch. 4, Div. 2, Div. 4, & Div. Pleasant Grove Standard Drawing 17 & 17A.
- b. Measurement: Foot.

- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to furnish and install the pipe at the specified line and grade, including but not limited to: excavation, temporary shoring, dewatering, gravel bedding where foundation stabilization is required, new pipe, fittings, bends, etc.; imported backfill within the pipe zone, compaction, and connection to new or existing pipes and manholes or cleanout boxes (including core drill if needed).
- d. Price includes protecting existing utility facilities, performing exploratory excavation (potholing) to identify utility conflicts, and coordinating with the conflicting utility for needed relocations.
- e. Payment includes coordination with Pleasant Grove City, and compliance with their standard practices, and providing required acceptance testing (displacement, infiltration, exfiltration, air, video).

Item 121. Remove and Salvage Corral Panel Gate

- a. Special Provision Reference: Section 32 01 10.
- b. Measurement: Each.
- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to remove the corral panel gate across both swings of the entire opening and salvage to the property owner, as shown on the plans. Price includes coordinating with the property owner and furnishing and installing temporary fencing where necessary for child safety, or to prevent pet or livestock escape.

Item 122. 4 ft. Field Wire Mesh Fence with Sch 40 Steel Posts

- a. Project Special Provision Reference: Section 32 01 10.
- b. Measurement: Foot.
- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to furnish and install 4-foot Field wire mesh fence at the locations shown on the plans.
- d. Price includes steel reinforced posts and concrete foundations.

Item 123. Traffic Control – Change Order No. 1D Added Work

- a. APWA Standard Specification Reference: Section 01 55 26, Project Special Provision Reference: Section 01 55 26.
- b. Measurement: Lump Sum.

- c. Covers: Costs associated with all materials, labor, equipment, rental costs, VMS boards, barricades, flagging, standard MUTCD and custom static signs, temporary striping, trench plating, driveway plating, temporary pavement widening if required for maintenance of traffic, detours, and any incidentals to safely control traffic in accordance with the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD). This item also includes pedestrian traffic control to provide and maintain pedestrian and residence access, and ensure pedestrian safety, and additional signing as needed to maintain business access throughout the project as required by the contract documents.
- d. Price includes all costs to have traffic control plans prepared and stamped by a professional engineer licensed in the State of Utah, and approved by the owner and engineer. No additional payment will be made to revise plans to comply with the MUTCD, or for supplemental sheets needed for specific locations.
- e. Payment is prorated by the total dollar amount of work completed at the time the partial



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

The Preferred Source

July 12, 2023

Scott Hendricks, P. E
1435 West 820 North
Provo, Utah 84601

Re: Pleasant Grove 2600 North, Mill and Fill West Project Limits

Mr. Hendricks,

The price to rotomill 1" of the west project limit of 2600 North for an additional 500 feet is for \$7,811.20. Price includes additional traffic control supervision and an extension of project time by one (1) working day. The mill operation will include one mobilization for the mill only and does not include a paving mobilization. Paving is assumed to take place at the same time as original project scope. I've attached a pricing sheet to be adjusted as needed for quantities completed. Additional HMA for 290 tons will be paid using original contract pricing of \$119.00 per ton.

Please let me know if there's any questions or concerns.

Sincerely,

vguerrera

Victoria Guerrero
Project Manager

(385) 214-6186

PH 801-731-1111
FAX 801-731-8800

www.stakerparson.com

2350 S. 1900 W. Ogden, UT 84401

SAND ▲ ROCK ▲ LANDSCAPE PRODUCTS ▲ READY MIX CONCRETE ▲ ASPHALT ▲ PAVING ▲ CONSTRUCTION SERVICES

Staker Parson Materials & Construction, Burdick Materials, Hales Sand & Gravel, Idaho Materials & Construction
Jack B. Parson Ready Mix Concrete, Nielson Construction & Materials, Reynolds Excavation, Demolition & Utilities
Staker Parson Landscape Centers, Western Rock Products



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

STAKER PARSON MATERIALS & CONSTRUCTION

89 West 13490 South, Ste 100
Draper, UT 84020
Phone (801) 871-6600 * Fax (801) 871-6601

To:	Pleasant Grove City	Contact:	Britton Tveten
Address:	70 South 100 East Pleasant Grove, UT 84062	Phone:	801-785-5045
		Fax:	801-785-1276
Project Name:	Pleasant Grove City 2600 North Roadway Widening And Reconstructi	Bid Number:	
Project Location:	2600 North, Pleasant Grove, UT	Bid Date:	5/17/2023

The benchmark diesel fuel (on-highway) price at the time of this bid is \$4.10/gal. This benchmark price for diesel fuel will be used to calculate any applicable fuel surcharge, per the terms listed in the contract below.

Bid Proposal Estimator:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Roadway/Earthwork					
2	Traffic Control For Additional 1 Day	1.00	LS	\$766.00	\$766.00
3	Rotomilling - 1"	3,090.00	SY	\$2.28	\$7,045.20

Total Bid Price: \$7,811.20

Notes:

- No additional mobilization for paving operation has been included. Paving to be completed concurrent with original contract.
- Subgrade is to be within + or - .1 of a foot, no material to be added or removed.
- Exclusions: Bonds, permits, licenses, fees, testing, survey, engineering, traffic control, flagging, sweeping, saw cutting, sterilant, striping, bollards, signage and prime coat.
- Price does not include any over excavation or material replacement due to soft subgrade.
- If inclement weather conditions exist, the work will only proceed upon your release of the guarantee on the project.
- *** BID AND WORK CONTRACT ***

In consideration of the mutual promises set forth herein, Staker Paving and Construction Company, Inc., with principal offices located at 89 West 13490 South, Draper, Utah (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:

- DESCRIPTION OF WORK*: Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"): *To the extent the described work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Staker.
- CONTRACT PRICE: To the extent that the above is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual number of units or square feet completed as determined by field measurement.
- TERMS OF PAYMENT: Buyer shall pay Staker in full at Staker's office in Salt Lake within fifteen (15) days following the date of Staker's invoices, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2.% per month) from the date payment is due until payment is received by Staker, whether before or after judgment.
- CLAIMS OR DEFECTS: Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the work under this contract by Staker. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Staker shall have a reasonable time to make such repair or replacement.

- IN NO EVENT SHALL STAKER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS OR USE.

5. PROSECUTION OF WORK: It is contemplated by the parties that the work specified in this contract shall be completed by this date: REGULAR ASPHALT PAVING SEASON 2023. At its option, Staker may decline to perform any part of the work which, through no fault of Staker, is to be completed beyond this date. In addition, Staker shall not be responsible for any delays in performing the work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Staker's control, and to the extent reasonably possible, Staker shall complete the work at the next available opportunity. In the event Staker elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Staker shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities under the terms of this contract.

- 6. PROPERTY DAMAGE: Buyer shall be responsible to direct Staker employees as to proper ingress and egress of the property. To the extent that such direction is followed or that no direction is given, Staker shall not be responsible for any damage to the property where the work is being performed, including damage to curbs, gutters and sidewalks.

7. MISCELLANEOUS PROVISIONS:

A. No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping or prime coat are included in this contract unless specifically indicated in the description of work.

B. Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the Premises authorizing the work to be performed on the said Premises.

C. Staker assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade or water table problems.

D. This contract is the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.

E. This contract shall be construed in accordance with the laws of the State of Utah.

F. This contract shall be binding on the heirs, successors or assigns of the parties hereto.

G. THIS CONTRACT IS NOT BINDING UNTIL APPROVED BY STAKER'S CREDIT DEPARTMENT. Buyer agrees to furnish a completed Credit Application to Staker prior to or at the execution of this contract.

- FUEL SURCHARGE: Due to unstable energy prices, this contract is subject to a fuel surcharge per ton for all materials included in the contract. Buyer agrees, increases or decreases to fuel costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. For each \$0.15 per gallon increase/decrease(increment), to the listed bench mark price for diesel fuel, a per ton surcharge will be added to all contract required material as listed below:

AGGREGATES: \$0.13 per ton, for each \$0.15 increment

ASPHALT: \$0.32 per ton, for each \$0.15 increment.

The Bench Mark Price is based on the average retail price of No. 2 Diesel Fuel listed at http://tonto.eia.doe.gov/oog/info/wohdp/printer_friendly_version.asp Rocky Mountain Region (PADD 4).

This contract includes tons of aggregates and tons of asphalt.

- THE PRICE OF ASPHALT IS BASED ON UDOT'S OIL INDEX ON THE DATE OF BID. IN THE EVENT OF A PRICE INCREASE, THE CUSTOMER WILL ASSUME ADDITIONAL ASPHALT AND FUEL COSTS AS PART OF THE CONTRACT.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Staker Parson Materials & Construction

Authorized Signature: _____

Estimator: Victoria Guerrero

victoria.guerrera@stakerparson.com

July 7, 2023



Victoria Guerrero
Project Manager/Estimator
Staker Parson Materials and Construction
A CRH Company
89 West 13490 South, Ste. 100
Draper UT 84020

Re: Pleasant Grove 2600 North, 1550 West to Canyon Road
West Project Limit to Pleasant Grove City Limit
Mill and Fill Added Work Change Order \ Price Request

Dear Victoria,

As discussed, the City desires to extend the 2600 North project by about 500 feet, from the west project limit to the Pleasant Grove City limit. Work in this area will include approximately 3,090 square yards of 1-inch rotomilling and 1 ½ inches of HMA ½ - Inch. Please submit pricing to complete the work using the following line item:

3,090 Square Yards Rotomilling – 1 Inch

We anticipate extending plan quantities and using contract unit pricing for the following item:

290 Ton HMA ½ - Inch

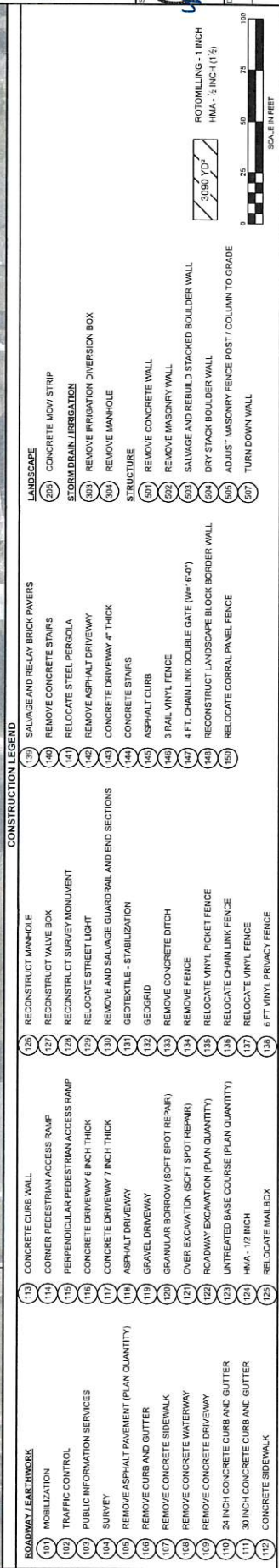
We recognize this added work may require some additional time to complete. If you determine it affects the project critical path, please submit a schedule update and time request together with the pricing. Once we receive the requested pricing, and evaluate a request for contract time, if any, we will prepare and circulate the Change Order documents for review and signatures. If you have any questions, please call.

Sincerely,

RB&G Engineering

Scott Hendricks, P.E.
Resident Engineer

cc: Britton Tveten, Pleasant Grove City
Neal Winterton, Pleasant Grove City Engineer





STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

The Preferred Source

July 13, 2023

Scott Hendricks, P. E
1435 West 820 North
Provo, Utah 84601

Re: Pleasant Grove 2600 North, Custom Signs

Mr. Hendricks,

The price for the four (4) 48 in X 48 in custom signs will be \$1,793.00. Signs will be placed at the locations specified. Please let me know if you have any questions.

Sincerely,

vguerrera

Victoria Guerrero
Project Manager

(385) 214-6186

PH 801-731-1111

FAX 801-731-8800

www.stakerparson.com

2350 S. 1900 W. Ogden, UT 84401

SAND ▲ ROCK ▲ LANDSCAPE PRODUCTS ▲ READY MIX CONCRETE ▲ ASPHALT ▲ PAVING ▲ CONSTRUCTION SERVICES

Staker Parson Materials & Construction, Burdick Materials, Hales Sand & Gravel, Idaho Materials & Construction
Jack B. Parson Ready Mix Concrete, Nielson Construction & Materials, Reynolds Excavation, Demolition & Utilities
Staker Parson Landscape Centers, Western Rock Products

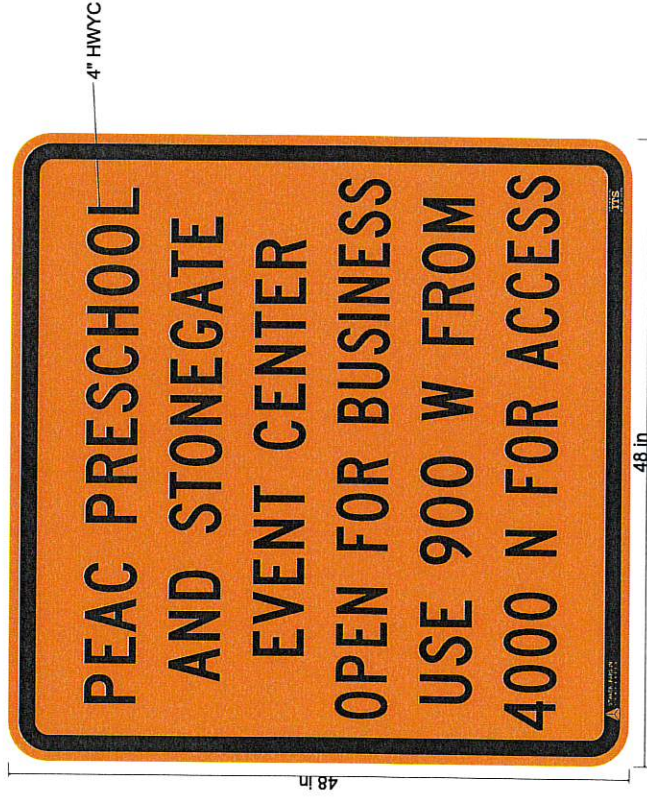
QTY: 2



QTY: 1



QTY: 1



Intermountain Traffic Safety, Inc.

2440 South 3270 West
Salt Lake City, UT 84119-1116

Quotation

Quote Number: M10082
Quote Date: Jul 7, 2023
Good Thru August 6, 2023
Page: 1

Voice: (801)972-6515

Fax: (801)972-6604

Quoted to:

STAPAR
STAKER & PARSON
2350 S. 1900 W.
STE 100
CODY, UT 84401

Ship to:

STAKER & PARSON COMPANIES
2350 S. 1900 W.
ATTN: Victoria Guerrero
WEST HAVEN, UT 84401-3216

Customer PO#	Ship Via	Payment Terms	Sales Rep
!!!PO REQUIRED!!!	WILL CALL	Net 45 Days	Jordan Knaras

Quantity	Item	Description	Unit Price	Extension
4.00	WZ-SGN48X48	48" X 48" Work Zone Sign, .080 Alum., DG FO, "PEAC PRESCHOOL AND STONEGATE BUSINESS SIGNS"	150.40	601.60
16.00	WZ-SHTG4"XLF	Sheeting- 4" X ?LF, DG F/O, Applied to back of customer work zone signs	2.31	36.89
4.00	WZ-SS4818M-2	Windmaster 4818M-2 , MASH Tested, W/Two Rigid Sign Brackets	177.50	710.00

Please note! This quote does not included applicable sales tax and/or freight. It will be added at the time of invoicing.

Subtotal	1,348.49
Sales Tax	97.77
Freight	
Total	1,446.26

July 11, 2023



Victoria Guerrero
Project Manager/Estimator
Staker Parson Materials and Construction
A CRH Company
89 West 13490 South, Ste. 100
Draper UT 84020

Re: Pleasant Grove 2600 North, 1550 West to Canyon Road
Custom Business Access Signs – Price Request

Dear Victoria,

As discussed, it is agreed to add (4) rectangular 48-inch x 48-inch black on orange custom business access signs to be used as part of construction traffic control. This includes (2) signs with the following legend to be used on 900 West at 3300 North and 4000 North:

<<UP ARROW ABOVE TEXT>>

**PEAC PRESCHOOL
AND STONEGATE
EVENT CENTER
OPEN FOR BUSINESS**

(1) sign with the following legend to be used at the west project limit road closure on 2600 North:

**PEAC PRESCHOOL
AND STONEGATE
EVENT CENTER
OPEN FOR BUSINESS
USE 900 W FROM
3300 N FOR ACCESS**

and (1) sign with the following legend to be used at the east project limit road closure on 2600 North:

**PEAC PRESCHOOL
AND STONEGATE
EVENT CENTER
OPEN FOR BUSINESS
USE 900 W FROM
4000 N FOR ACCESS**

Based on the previously provided approximately \$1,800 total preliminary pricing for all (4) signs (including markups), please submit final pricing. You are authorized to order the signs now, anticipating the final price will not differ significantly from the preliminary price. We anticipate creating a new per each pay item, with a pay quantity of 4 each. This will provide better flexibility to extend quantities if additional signs become necessary in the future. If you have any questions, please call.

Sincerely,

RB&G Engineering

Scott Hendricks, P.E.
Resident Engineer

cc: Britton Tveten, Pleasant Grove City
Neal Winterton, Pleasant Grove City Public Works Director
/attachments



The Preferred Source

July 25, 2023

Scott Hendricks, P. E
1435 West 820 North
Provo, Utah 84601

Re: Pleasant Grove 2600 North, Nixon Abandon Septic and Connect to Sewer

Mr. Hendricks,

The price to abandon septic tank at parcel #21 and connect sewer line to existing main is an estimated \$17,948.00. The current estimate is for 150 linear feet of four-inch sewer. Please note the pricing does not include the handling or removing of hazardous material. Work includes the scope as described in attached change order request. It is assumed that the additional pay items will be paid per unit price as shown.

Please let me know if there's any questions or concerns.

Sincerely,

vguerrera

Victoria Guerrero
Project Manager
(385) 214-6186

PH 801-731-1111
FAX 801-731-8800
www.stakerparson.com
2350 S. 1900 W. Ogden, UT 84401

SAND ROCK LANDSCAPE PRODUCTS READY MIX CONCRETE ASPHALT PAVING CONSTRUCTION SERVICES

Staker Parson Materials & Construction, Burdick Materials, Hales Sand & Gravel, Idaho Materials & Construction
Jack B. Parson Ready Mix Concrete, Nielson Construction & Materials, Reynolds Excavation, Demolition & Utilities
Staker Parson Landscape Centers, Western Rock Products



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

STAKER PARSON MATERIALS & CONSTRUCTION

89 West 13490 South, Ste 100
Draper, UT 84020
Phone (801) 871-6600 * Fax (801) 871-6601

To:	Pleasant Grove City	Contact:	Britton Tveten
Address:	70 South 100 East Pleasant Grove, UT 84062	Phone:	801-785-5045
Project Name:	Pleasant Grove City 2600 North Roadway Widening And Reconstructi	Fax:	801-785-1276
Project Location:	2600 North, Pleasant Grove, UT	Bid Number:	
		Bid Date:	5/17/2023

The benchmark diesel fuel (on-highway) price at the time of this bid is \$3.93/gal. This benchmark price for diesel fuel will be used to calculate any applicable fuel surcharge, per the terms listed in the contract below.

Bid Proposal Estimator:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Abandon Septic System & Connect To Sewer Lateral	1.00	EACH	\$5,048.00	\$5,048.00
2	Extending Existing Sewer Lateral W/ Potholing	150.00	LF	\$86.00	\$12,900.00

Total Bid Price: \$17,948.00

Notes:

- Price does not include any over excavation or material replacement due to soft subgrade.
- If inclement weather conditions exist, the work will only proceed upon your release of the guarantee on the project.
- *** BID AND WORK CONTRACT ***

In consideration of the mutual promises set forth herein, Staker Paving and Construction Company, Inc., with principal offices located at 89 West 13490 South, Draper, Utah (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:

1. DESCRIPTION OF WORK*: Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"): *To the extent the described work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Staker.
2. CONTRACT PRICE: To the extent that the above is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual number of units or square feet completed as determined by field measurement.
3. TERMS OF PAYMENT: Buyer shall pay Staker in full at Staker's office in Salt Lake within fifteen (15) days following the date of Staker's invoices, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2.% per month) from the date payment is due until payment is received by Staker, whether before or after judgment.
4. CLAIMS OR DEFECTS: Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the work under this contract by Staker. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Staker shall have a reasonable time to make such repair or replacement.
5. IN NO EVENT SHALL STAKER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS OR USE.
6. PROSECUTION OF WORK: It is contemplated by the parties that the work specified in this contract shall be completed by this date: REGULAR ASPHALT PAVING SEASON 2023. At its option, Staker may decline to perform any part of the work which, through no fault of Staker, is to be completed beyond this date. In addition, Staker shall not be responsible for any delays in performing the work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Staker's control, and to the extent reasonably possible, Staker shall complete the work at the next available opportunity. In the event Staker elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Staker shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities under the terms of this contract.

- 6. PROPERTY DAMAGE: Buyer shall be responsible to direct Staker employees as to proper ingress and egress of the property. To the extent that such direction is followed or that no direction is given, Staker shall not be responsible for any damage to the property where the work is being performed, including damage to curbs, gutters and sidewalks.
- 7. MISCELLANEOUS PROVISIONS:
 - A. No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping or prime coat are included in this contract unless specifically indicated in the description of work.
 - B. Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the Premises authorizing the work to be performed on the said Premises.
 - C. Staker assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade or water table problems.
 - D. This contract is the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.
 - E. This contract shall be construed in accordance with the laws of the State of Utah.
 - F. This contract shall be binding on the heirs, successors or assigns of the parties hereto.
 - G. THIS CONTRACT IS NOT BINDING UNTIL APPROVED BY STAKER'S CREDIT DEPARTMENT. Buyer agrees to furnish a completed Credit Application to Staker prior to or at the execution of this contract.
- FUEL SURCHARGE: Due to unstable energy prices, this contract is subject to a fuel surcharge per ton for all materials included in the contract. Buyer agrees, increases or decreases to fuel costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. For each \$0.15 per gallon increase/decrease(increment), to the listed bench mark price for diesel fuel, a per ton surcharge will be added to all contract required material as listed below:

AGGREGATES: \$0.13 per ton, for each \$0.15 increment

ASPHALT: \$0.32 per ton, for each \$0.15 increment.

The Bench Mark Price is based on the average retail price of No. 2 Diesel Fuel listed at http://tonto.eia.doe.gov/oog/info/wohdp/printer_friendly_version.asp Rocky Mountain Region (PADD 4).

This contract includes tons of aggregates and tons of asphalt.

- THE PRICE OF ASPHALT IS BASED ON UDOT'S OIL INDEX ON THE DATE OF BID. IN THE EVENT OF A PRICE INCREASE, THE CUSTOMER WILL ASSUME ADDITIONAL ASPHALT AND FUEL COSTS AS PART OF THE CONTRACT.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Staker Parson Materials & Construction

Authorized Signature: _____

Estimator: Victoria Guerrero

victoria.guerrera@stakerparson.com



To:	Staker & Parson Companies	Contact:	
Address:	89 West 13490 South, Ste 100	Phone:	
	Draper, UT 84020	Fax:	
Project Name:	Nixon Sewer Line - 2600 North	Bid Number:	
Project Location:	Pleasant Grove, UT	Bid Date:	7/19/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Pothole Existing Utilities	1.00	LS	\$1,385.00	\$1,385.00
	Extend Existing Sewer Lateral	150.00	LF	\$66.00	\$9,900.00
	Demo Existing Septic Tank	1.00	EACH	\$4,385.00	\$4,385.00

Total Bid Price: \$15,670.00

Notes:

- Bid excludes the handling and removal of hazardous waste.
- Bid does not include modification or removal of existing utilities.
- This proposal is valid for 30 days.
- Bid does not include compaction testing or staking.
- Bid does not include rock excavation of any kind, included but not limited to drilling, shooting, or blasting.
- Bid does not include dewatering.
- All unusable excavated material including but not limited to topsoil will be stockpiled on site.
- Unless noted otherwise, bid assumes that all native material is suitable for use as trench backfill.
- Unless noted otherwise, bid does not include haul off of any native material.
- Payment Terms: Buyer shall pay Fullmer Excavation in full within thirty (30) days following the date of Fullmer Excavation's invoices. In the event that payment is not made to Fullmer Excavation as provided herein, Fullmer Excavation shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Fullmer Excavation shall be entitled to interest on all past due invoices under this contract, which interest shall accrue at the rate of 18% per annum (1.5% per month) from the date payment is due until payment is received by Fullmer Excavation, whether before or after judgement.
- It is understood that the above bid items and their associated number of units is an approximation. Fullmer Excavation shall be paid for the actual number of units installed as determined by field measurement. Import fill quantities will be billed based off of scale house tickets as provided by aggregate suppliers.
- Description of Work: Fullmer Excavation will provide the above listed construction services to the extent the work is detailed in the project plans and specifications. The above estimate was created based off of plans dated: . Any changes to the original plans and/or specifications which were used to create this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Fullmer Excavation.
- Upon project owner's (or its representative) acceptance of this proposal, the above estimate, including the "notes", will become part of the contract.
- Bid does not include winter protection of concrete.
- Bid does not include roadway striping or sign installation.
- The price of fuel is based on current prices at time of bid. An increase of pricing greater than 15% will trigger fuel escalators. In the event of this price increase, the customer will assume additional fuel costs as part of the contract.
- The price of all underground utility & pipeline installation is based off of current prices at the time of bid. Due to current material supply & demand issues, project owner hereby agrees to pay Fullmer Excavation in full for all pipe and material stockpiled on site prior to project beginning. If owner refuses to pay stockpile material payments prior to the project beginning, owner hereby agrees to pay any and all price increases that take place between bid date and start date of the project.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Fullmer Excavation Authorized Signature: _____ Estimator: Jason Fullmer (385) 254-9339 jason@fullmerexcavation.net
---	---

July 7, 2023



Victoria Guerrero
Project Manager/Estimator
Staker Parson Materials and Construction
A CRH Company
89 West 13490 South, Ste. 100
Draper UT 84020

Re: Pleasant Grove 2600 North, 1550 West to Canyon Road
Parcel 21 – Nixon; Abandon Septic and Connect to Sanitary Sewer
Change Order and Price Request

Dear Victoria,

We are notifying you herewith that you are now authorized to enter Parcel 21 – Nixon to construct plan work. As part of the right-of-way agreement for Parcel 21 – Nixon, the City has agreed to abandon the existing septic system and tank, and install a new sanitary sewer connection to the house as shown on the attached plan sheet, and described in the attached measurement and payment. Please provide pricing to complete this working using the following line items:

1	Each	Abandon Septic System and Connect to Sewer Lateral
180	Foot	4 Inch Sewer Pipe

We note Staker will need to coordinate with the Nixon's to fill out and sign the Septic Tank Abandonment Application and Form before submitting it to the County Health Department on their behalf. We understand an existing sewer service lateral stub was previously installed, and is located appx. 31 feet east of the west property line of Parcel 21. As a result, most of the needed work for this change order is outside of the roadway prism. Therefore, we do not anticipate that this added work will impact the project critical path, and we anticipate no adjustments to contract time / milestone dates will be necessary. Once we receive the requested pricing, we will prepare and circulate the Change Order documents for review and signatures. If you have any questions, please call.

Sincerely,

RB&G Engineering

Scott Hendricks, P.E.
Resident Engineer

cc: Britton Tveten, Pleasant Grove City
Neal Winterton, Pleasant Grove City Engineer

Abandon Septic System and Connect to Sewer Lateral

- a. Project Special Provision Reference: Section 02 41 13.
Pleasant Grove Standard Specification Reference: Ch. 4, Div. 4, Sect. 4A.11.
Pleasant Grove Standard Drawing 17A.
- b. Measurement: Lump Sum.
- c. Payment Covers: Property owner coordination to locate the existing septic system, connection point, and cleanout; and all costs for labor, materials, equipment, and appurtenances required to remove or abandon the existing septic tank and leach lines in accordance with Utah County Health Department regulations, and geometric compatibility of the new sewer lateral.
- d. Price includes excavation, temporary shoring, dewatering, demolition, disconnecting the existing septic tank from the residence, coordination to avoid bypass pumping, or bypass pumping if required, disposal, backfill, compaction, and testing.
- e. Price includes coordinating with the property owner to fill out and sign the Septic Tank Abandonment Application and Form before submitting it to the County Health Department on their behalf, and obtaining the Utah County Health Department Septic Tank Abandonment permit, including all related fees.
- f. Price includes connection to the existing residential service outfall (currently a septic system), fittings, bends, and incidentals.
- g. Price includes protecting existing utility facilities, performing exploratory excavation (potholing) to identify utility conflicts, and coordinating with the conflicting utility as needed.
- h. Payment includes coordination with Pleasant Grove City, and compliance with their standard practices.

4 Inch Sewer Pipe

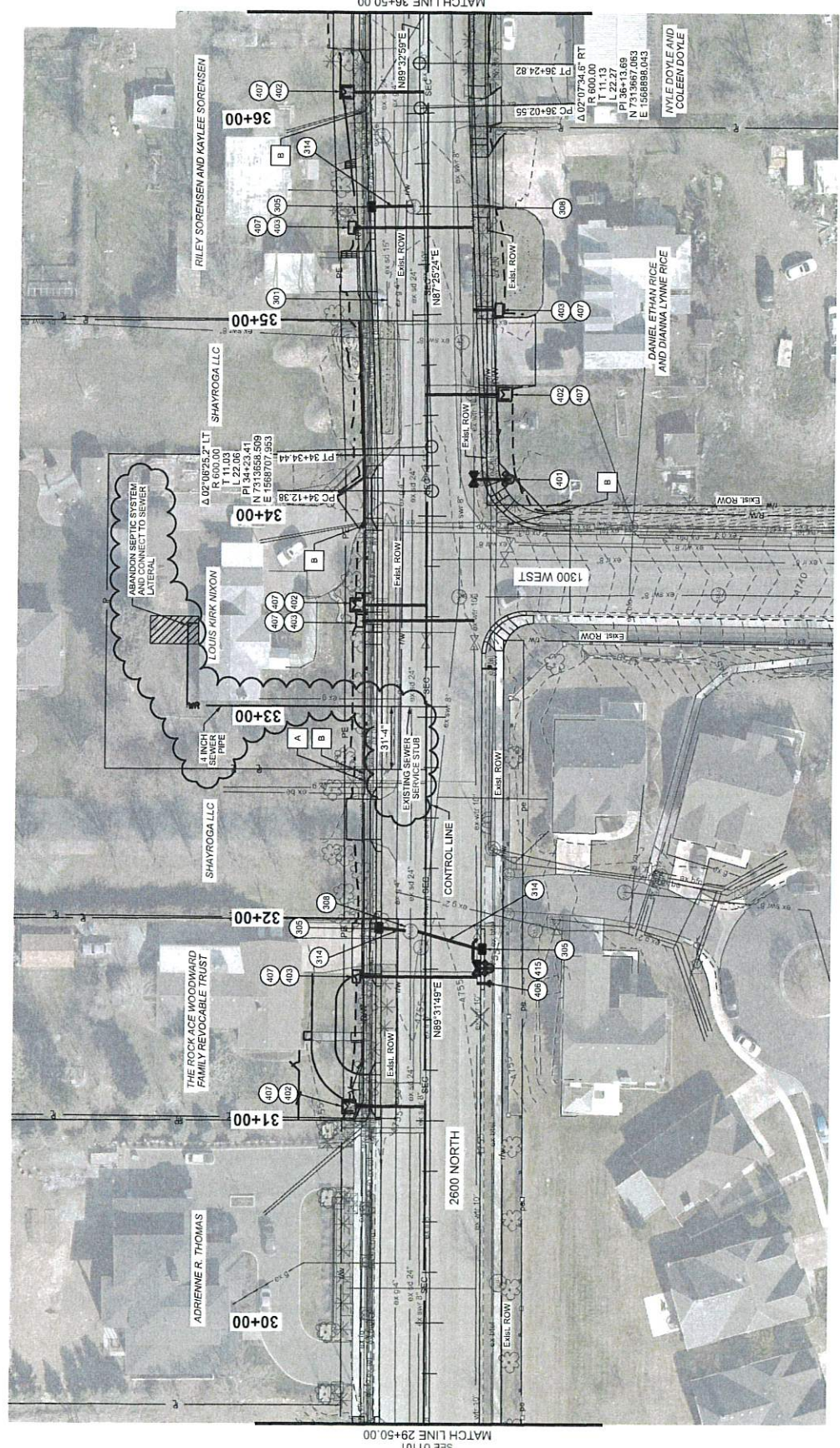
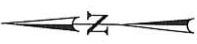
- a. Pleasant Grove Standard Specification Reference: Ch. 4, Div. 2, Div. 4, & Div. 5.
Pleasant Grove Standard Drawing 17 & 17A.
- b. Measurement: Foot.
- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to furnish and install the pipe at the specified line and grade, including but not limited to: excavation, exposing the existing sewer service connection stub, temporary shoring, dewatering, gravel bedding where foundation stabilization is required, new 4 inch SDR 35 pipe, fittings, bends, etc.; imported backfill within the pipe zone, trench backfill, compaction, and connection to new or existing pipes and manholes or cleanout boxes (including core drill if needed).
- d. Price includes protecting existing utility facilities, performing exploratory excavation (potholing) to identify utility conflicts, and coordinating with the conflicting utility as needed.
- e. Payment includes coordination with Pleasant Grove City, and compliance with their standard practices, and providing required acceptance testing (displacement, infiltration, exfiltration, air, video).

NO.	DATE	BY	REVISION
1	07/27/23	MMB	ISSUED FOR PERMIT
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RB&G ENGINEERING, INC.
 1435 WEST 820 NORTH
 PROVO UT 84601
 801-374-5771 PROVO

PLEASANT GROVE CITY
 2600 NORTH STREET IMPROVEMENTS
 UTILITY PLANS

DRAWING NO.
UT-102



CONSTRUCTION LEGEND	
STORM DRAIN	STORM DRAIN
301 REMOVE PIPE	307 STORM DRAIN MANHOLE (48")
302 ABANDON PIPE/FLOW FILL	309 MODIFY STORM DRAIN MANHOLE
303 REMOVE IRRIGATION DIVERSION BOX	308 IRRIGATION DIVERSION BOX
304 REMOVE MANHOLE	310 MODIFY IRRIGATION DIVERSION BOX
305 CATCH BASIN	311 15 INCH WATERMAN C-10 NON-RISING STEM SCREW GATE
306 COMBINATION INLET BOX	313 18 INCH REINFORCED CONCRETE PIPE
CITY UTILITIES	
401 RELOCATE AND REPLACE FIRE HYDRANT	414 3 INCH PVC CONDUIT
402 RELOCATE PRESSURIZED IRRIGATION SERVICE	415 FIRE HYDRANT
403 SERVICE CONNECTION	
404 15 INCH PRESSURIZED IRRIGATION SERVICE	
405 2 INCH PRESSURIZED IRRIGATION SERVICE	
406 SAMPLING HYDRANT	
CITY UTILITIES	
407 BRASS TAPPING SADDLE	
408 LOOP 10 INCH WATER LINE	
409 4 INCH PI DRAIN	
410 PIPE CAPPING	
411 200 AMP FREE STANDING METERED SERVICE	
412 3 INCH PVC CONDUIT	
UTILITY RELOCATION LEGEND	
A JUNCTION BOX TO BE RELOCATED BY UTOPIA	
B POWER POLE TO BE RELOCATED BY ROCKY MOUNTAIN POWER	
C TELEPHONE POLE TO BE RELOCATED BY CENTURYLINK	
D GAS SIGN TO BE RELOCATED BY DOMINION ENERGY	
E GAS SIGN AND MARKER TO BE RELOCATED BY DOMINION ENERGY	
NOTES	
1. REFER TO SHEET'S DR101 TO DR108 AND DR201 FOR DRAINAGE PLAN AND PROFILES. 2. SEE DR SHEETS FOR POTHOLED UTILITY INFORMATION - SHOWN FOR INFORMATION ONLY 3. PROTECT ALL UTILITIES IN PLACE EXCEPT THOSE TO BE RELOCATED / REMOVED.	



UTAH COUNTY HEALTH DEPARTMENT
Division of Environmental Health
151 South University Avenue, Suite 2600
Provo, Utah 84601 851-7525

WW File No.

SEPTIC TANK ABANDONMENT APPLICATION AND PERMIT

Applicant Name _____ Owner Name _____

Address of Tank _____ City _____

Day Phone _____ Other Phone _____

Original WW File Location _____

Reason For Abandonment ☐ Connect to Sewer ☐ Failed System ☐ Replacing Home ☐ Other _____

In consideration of applying for this permit, I hereby agree to each of the following conditions and waive all objections thereto:

1. Prior to covering the abandoned septic tank, it shall be inspected by the Utah County Health Department.
2. A receipt shall be provided from the pumping service as evidence of removal of its contents.
3. During the term of this permit, I will allow Health Department inspectors access to the property during normal working hours to conduct such inspections as may be necessary to prove compliance with health codes. I specifically waive any right to demand issuance of a search warrant or other investigative order prior to such inspections by the Health Department.
4. The abandonment procedures and arrangement for the Health Department inspection will be completed within 30 days of this application.

Signature of Applicant _____ Date _____

Amount Paid **\$50.00** Date Paid _____ Payment Type: ☐ Check ☐ Cash ☐ Card ☐ Other

Pumping Service Used _____ Address _____

Date Serviced _____ Receipt Provided from Pumper? ☐ Yes ☐ No

Excavator Used _____

Septic tank abandonment method used ☐ Filled In Place ☐ Crushed and Filled in Place ☐ Removed

If Removed, Disposal Site _____

Health Department Inspector Signature _____

Date of Inspection _____

Observations _____



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

The Preferred Source

July 20, 2023

Scott Hendricks, P.E.
1435 West 820 North, Provo, Utah 84601
Salt Lake City, Utah 84104

Re: Pleasant Grove 2600 North, 1550 West to Canyon Road; 180 West Sidewalk – Potential Change Order

Mr. Hendricks,

Attached is the pricing for the additional flatwork, fencing, and asphalt from 2600 North and 180 West for an estimated \$5,930. The price includes removing and salvaging corral panel gates and installing 4-foot field wire mesh fence with Sch 40 Steel posts in place. Additional work includes an overrun of contract quantities on bid item 5,6,11,12,14,23,24, and 34. Due to the quantity additional flatwork and asphalt contract time should be extended by three working days. Additional traffic control supervision has been included in the pricing for a 2-man crew for three days. It is my understanding that the new change order items will be paid per quantities completed at a unit price. Let me know if this is not the case or if you have any questions.

Sincerely,

vguerrera

Victoria Guerrero
Project Manager

(385) 214-6186

PH 801-731-1111

FAX 801-731-8800

www.stakerparson.com

2350 S. 1900 W. Ogden, UT 84401

SAND ▲ ROCK ▲ LANDSCAPE PRODUCTS ▲ READY MIX CONCRETE ▲ ASPHALT ▲ PAVING ▲ CONSTRUCTION SERVICES

Staker Parson Materials & Construction, Burdick Materials, Hales Sand & Gravel, Idaho Materials & Construction
Jack B. Parson Ready Mix Concrete, Nielson Construction & Materials, Reynolds Excavation, Demolition & Utilities
Staker Parson Landscape Centers, Western Rock Products



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

STAKER PARSON MATERIALS & CONSTRUCTION

89 West 13490 South, Ste 100

Draper, UT 84020

Phone (801) 871-6600 * Fax (801) 871-6601

To:	Pleasant Grove City	Contact:	Britton Tveten
Address:	70 South 100 East	Phone:	801-785-5045
	Pleasant Grove, UT 84062	Fax:	801-785-1276
Project Name:	Pleasant Grove City 2600 North Roadway Widening And Reconstructi		
Project Location:	2600 North, Pleasant Grove, UT		
		Bid Number:	
		Bid Date:	5/17/2023

The benchmark diesel fuel (on-highway) price at the time of this bid is \$4.10/gal. This benchmark price for diesel fuel will be used to calculate any applicable fuel surcharge, per the terms listed in the contract below.

Bid Proposal Estimator:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Traffic Control	1.00	LS	\$2,690.00	\$2,690.00
2	Remove And Salvage Corral Panel Gates	1.00	EACH	\$788.00	\$788.00
3	4 Ft Field Wire Mesh Fence With Sch 40 Steel Posts	40.00	LF	\$52.00	\$2,080.00

Total Bid Price: \$5,558.00

Notes:

- Subgrade is to be within + or - .1 of a foot, no material to be added or removed.
- Exclusions: Bonds, permits, licenses, fees, bollards, signage.
- Price does not include any over excavation or material replacement due to soft subgrade.
- If inclement weather conditions exist, the work will only proceed upon your release of the guarantee on the project.
- *** BID AND WORK CONTRACT ***

In consideration of the mutual promises set forth herein, Staker Paving and Construction Company, Inc., with principal offices located at 89 West 13490 South, Draper, Utah (hereinafter referred to as "Staker") and the undersigned, whose full name and address appear above, (hereinafter referred to as "Buyer") hereby agree as follows:

1. DESCRIPTION OF WORK*: Staker will furnish the described materials to the job site designated above and provide the described labor (the material and the labor collectively hereinafter referred to as "the work"): *To the extent the described work is detailed in Plans and Specifications, such must be provided to Staker before the contract is negotiated. Any changes to the original Plans and Specifications used to prepare this contract may necessitate a change in the contract price and Buyer hereby agrees to execute all necessary change orders outlining the changed work and prices as submitted by Staker.
2. CONTRACT PRICE: To the extent that the above is specified as a unit or square foot price, it is agreed that the number of units or square feet indicated is an approximation. Staker shall be paid for the actual number of units or square feet completed as determined by field measurement.
3. TERMS OF PAYMENT: Buyer shall pay Staker in full at Staker's office in Salt Lake within fifteen (15) days following the date of Staker's invoices, without retention regardless of the final completion date of the work. In the event that payment is not made to Staker as provided herein, Staker shall be entitled to all of its costs, including attorney's fees and lien fees, in connection with the enforcement of its rights under this contract, whether or not legal proceedings are instituted. In addition, Staker shall be entitled to interest on all past due accounts under this contract, which interest shall accrue at the rate of 18% per annum (1 1/2.% per month) from the date payment is due until payment is received by Staker, whether before or after judgment.
4. CLAIMS OR DEFECTS: Written notice of any alleged claim or defect must be given to Staker at its address shown above not later than five (5) days after the completion of the work under this contract by Staker. Failure to give written notice as herein provided shall be and constitute a waiver of any such alleged defects or claims. Staker's sole and exclusive liability shall be to repair, replace or upon mutual agreement to credit Buyer's account for defective material. If repair or replacement is made, Staker shall have a reasonable time to make such repair or replacement.
5. IN NO EVENT SHALL STAKER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH HEREOF, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFITS OR USE.
6. PROSECUTION OF WORK: It is contemplated by the parties that the work specified in this contract shall be completed by this date: REGULAR ASPHALT PAVING SEASON 2023. At its option, Staker may decline to perform any part of the work which, through no fault of Staker, is to be completed beyond this date. In addition, Staker shall not be responsible for any delays in performing the work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond Staker's control, and to the extent reasonably possible, Staker shall complete the work at the next available opportunity. In the event Staker elects not to perform any further work beyond the above specified date pursuant to the terms provided herein, Staker shall be paid for all work performed prior to the said date and shall otherwise be fully relieved of all of its duties and responsibilities under the terms of this contract.

- 6. **PROPERTY DAMAGE:** Buyer shall be responsible to direct Staker employees as to proper Ingress and egress of the property. To the extent that such direction is followed or that no direction is given, Staker shall not be responsible for any damage to the property where the work is being performed, including damage to curbs, gutters and sidewalks.
- 7. **MISCELLANEOUS PROVISIONS:**
 - A. No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw cutting, sterilant, striping or prime coat are included in this contract unless specifically indicated in the description of work.
 - B. Buyer specifically represents and warrants that either Buyer is the owner of the Premises where the work is to be performed, or, in the alternative, Buyer has written authorization from the owner of the Premises authorizing the work to be performed on the said Premises.
 - C. Staker assumes no risk for non-disclosed or unforeseen conditions of the project site, including but not limited to, hazardous waste, soft subgrade or water table problems.
 - D. This contract is the entire agreement of the parties and no changes or additions to this contract shall be made except in writing signed by both parties.
 - E. This contract shall be construed in accordance with the laws of the State of Utah.
 - F. This contract shall be binding on the heirs, successors or assigns of the parties hereto.
 - G. THIS CONTRACT IS NOT BINDING UNTIL APPROVED BY STAKER'S CREDIT DEPARTMENT. Buyer agrees to furnish a completed Credit Application to Staker prior to or at the execution of this contract.
- **FUEL SURCHARGE:** Due to unstable energy prices, this contract is subject to a fuel surcharge per ton for all materials included in the contract. Buyer agrees, increases or decreases to fuel costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. For each \$0.15 per gallon increase/decrease(increment), to the listed bench mark price for diesel fuel, a per ton surcharge will be added to all contract required material as listed below:

AGGREGATES: \$0.13 per ton, for each \$0.15 increment

ASPHALT: \$0.32 per ton, for each \$0.15 Increment.

The Bench Mark Price is based on the average retail price of No. 2 Diesel Fuel listed at http://tonto.eia.doe.gov/cog/info/wohdp/printer_friendly_version.asp Rocky Mountain Region (PADD 4).

This contract includes tons of aggregates and tons of asphalt.

- **THE PRICE OF ASPHALT IS BASED ON UDOT'S OIL INDEX ON THE DATE OF BID. IN THE EVENT OF A PRICE INCREASE, THE CUSTOMER WILL ASSUME ADDITIONAL ASPHALT AND FUEL COSTS AS PART OF THE CONTRACT.**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Staker Parson Materials & Construction

Authorized Signature: _____

Estimator: Victoria Guerrero

victoria.guerrera@stakerparson.com

PROJECT NAME: PLEASANT GROVE 2600 NORTH ROADWAY IMPROVEMENTS
CONTRACTOR: STAKER PARSON MATERIALS AND CONSTRUCTION, A CRH Company
89 West 13490 South, Ste. 100
Draper, Utah 84020
(385) 214-6186

DATE: AUGUST 9, 2023
ESTIMATE CLOSING: AUGUST 8, 2023
PARTIAL ESTIMATE NO. 2

INVOICE NO.

CONTRACTOR'S APPLICATION FOR PAYMENT

SCHEDULE NO. 1 - BASE BID	CUMULATIVE	PREVIOUS PERIOD	CURRENT PERIOD
ORIGINAL CONTRACT AMOUNT	\$6,230,865.00		
NET CHANGE TO SCHEDULE NO. 1 BY CHANGE ORDERS	\$92,402.75	\$0.00	\$92,402.75
CURRENT CONTRACT AMOUNT (INC. CHANGE ORDERS)	\$6,323,267.75	\$0.00	\$92,402.75
SCHEDULE NO. 1 - SUBTOTAL WORK COMPLETED TO DATE	\$732,997.57	\$223,322.18	\$509,675.39
COMPLETE PROJECT			
ORIGINAL CONTRACT AMOUNT	\$6,230,865.00		
NET CHANGE BY CHANGE ORDERS	\$92,402.75		
CURRENT CONTRACT AMOUNT	\$6,323,267.75		\$92,402.75
TOTAL WORK COMPLETED TO DATE	\$732,997.57		
RETENTION (5 PERCENT)	\$36,649.88		
TOTAL LESS RETENTION	\$696,347.69		
LESS PREVIOUS PAYMENTS	\$212,156.07	\$0.00	\$0.00
LESS LIQUIDATED DAMAGES	\$0.00	\$0.00	\$0.00
LESS PAYMENT FOR MATERIALS ON HAND	\$0.00	\$0.00	\$0.00
NET PAYMENT TO CONTRACT	\$484,191.62		
SUMMARY OF CHANGE ORDERS	BID SCHEDULE	ADDITION	DELETION
TOTAL CHANGE ORDERS		\$92,402.75	\$0.00
CO NO. 1-A - MILL AND FILL WEST PROJECT LIMIT TO AF CITY LIMIT	SCHEDULE 1	\$42,321.20	\$0.00
CO NO. 1-B - ADD CUSTOM BUSINESS ACCESS SIGNS	SCHEDULE 1	\$1,793.00	\$0.00
CO NO. 1-C - NIXON ABANDON SEPTIC AND CONNECT SEWER	SCHEDULE 1	\$16,456.00	\$0.00
CO NO. 1-D - 180 WEST SIDEWALK	SCHEDULE 1	\$31,832.55	\$0.00

WE CERTIFY THE ABOVE IS A TRUE STATEMENT OF WORK COMPLETE

APPROVED BY: RECOMMENDED BY: RESIDENT ENGINEER

APPROVED BY: PLEASANT GROVE CITY - PROJECT MANAGER

APPROVED BY: PLEASANT GROVE CITY - MAYOR

Victoria Guerrero
Digitally signed by Victoria Guerrero
DN: cn=Victoria Guerrero, o=Staker Parson, ou=Guerrero
Date: 2023.08.10 10:44:19-0600'

2023.08.10
14:45:38-0600'

BY: VICTORIA GUERRERA
TITLE: STAKER PARSON PROJECT MANAGER
DATE: 8/10/2023

BY: SCOTT HENDRICKS
TITLE: RESIDENT ENGINEER
DATE: 8/10/2023

BY: BRITTON TVETEN
TITLE: STAFF ENGINEER | PROJECT MANAGER
DATE: 8/10/2023

BY: GUY FUGAL
TITLE: PLEASANT GROVE CITY MAYOR
DATE:

BY:
TITLE:
DATE:

Bid Item	PLAN SYMBOL	Activity ID	COMPLETE?	Estimated Value	Unit Cost	Est Qty	Item Unit	Est. Cost	Quantity From Prev.	Current	Cummulative	Amount in \$ From Prev.	Current	Cummulative	Remaining Work	Quantity	Value
Bid #	SCHEDULE 1 - BASE BID																
ROADWAY / EARTHWORK																	
01	0101	MOBILIZATION		\$500,000.00		1	LUMP	\$ 500,000.00	0.10	0.20	0.30	\$ 50,000.00	\$ 100,000.00	\$ 150,000.00		1	\$ 350,000.00
02	0102	TRAFFIC CONTROL		\$182,550.00		1	LUMP	\$ 182,550.00	0.04	0.08	0.12	\$ 7,302.00	\$ 14,604.00	\$ 21,906.00		1	\$ 160,644.00
03	0103	PUBLIC INFORMATION SERVICES		\$5,175.00		1	LUMP	\$ 5,175.00	0.04	0.08	0.12	\$ 207.00	\$ 414.00	\$ 621.00		1	\$ 4,554.00
04	0104	SURVEY		\$98,400.00		1	LUMP	\$ 98,400.00	0.04	0.08	0.12	\$ 3,936.00	\$ 7,872.00	\$ 11,808.00		1	\$ 86,592.00
05	0105	REMOVE ASPHALT PAVEMENT (PLAN QUANTITY)		\$5.55		22,675	SQ. YD.	\$ 125,846.25	195.75	11,342.00	11537.75	\$ 1,086.41	\$ 62,948.10	\$ 64,034.51		11,412	\$ 63,337.99
06	0106	CO NO. 1-D EXTEND REMOVE ASPHALT PAVEMENT QUANTITY		\$5.55		275	SQ. YD.	\$ 1,526.25									
		REMOVE CURB AND GUTTER		\$9.35		547	FOOT	\$ 5,114.45	19.00	48.00	67.00	\$ 177.65	\$ 448.80	\$ 626.45		550	\$ 5,142.50
07	0107	CO NO. 1-D EXTEND REMOVE CURB AND GUTTER QUANTITY		\$9.35		70	FOOT	\$ 654.50									
08	0108	REMOVE CONCRETE SIDEWALK		\$1.55		3,500	SQ. FT.	\$ 5,425.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		3,500	\$ 5,425.00
09	0109	REMOVE CONCRETE WATERWAY		\$1.75		350	SQ. FT.	\$ 612.50	0.00	0.00	0.00	\$ -	\$ -	\$ -		350	\$ 612.50
10	0110	24 INCH CONCRETE CURB AND GUTTER		\$1.95		10,508	SQ. FT.	\$ 20,490.60	0.00	1,524.50	1524.50	\$ -	\$ 2,972.78	\$ 2,972.78		8,984	\$ 17,517.83
11	0111	30 INCH CONCRETE CURB AND GUTTER		\$4.05		1,055	FOOT	\$ 4,225.00	0.00	48.25	48.25	\$ -	\$ 1,966.19	\$ 1,966.19		1,007	\$ 41,025.06
12	0112	CO NO. 1-D EXTEND 30 INCH CONCRETE CURB AND GUTTER QUANTITY		\$4.05		5,788	FOOT	\$ 23,523.20	0.00	0.00	0.00	\$ -	\$ -	\$ -		5,858	\$ 242,521.20
13	0113	CONCRETE SIDEWALK		\$8.60		29,108	SQ. FT.	\$ 250,328.80	0.00	0.00	0.00	\$ -	\$ -	\$ -		29,783	\$ 256,133.80
14	0114	CONCRETE CURB WALL		\$8.60		675	SQ. FT.	\$ 5,805.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		500	\$ 12,650.00
15	0115	CORNER PEDESTRIAN ACCESS RAMP		\$4,025.00		9	EACH	\$ 36,225.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		10	\$ 40,250.00
16	0116	CO NO. 1-D EXTEND CORNER PEDESTRIAN ACCESS RAMP QUANTITY		\$4,025.00		1	EACH	\$ 4,025.00									
17	0117	PERPENDICULAR PEDESTRIAN ACCESS RAMP		\$3,450.00		3	EACH	\$ 10,350.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		3	\$ 10,350.00
18	0118	CONCRETE DRIVEWAY 6 INCH THICK		\$10.90		12,650	SQ. FT.	\$ 137,885.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		12,650	\$ 137,885.00
19	0119	ASPHALT DRIVEWAY		\$13.20		1,350	SQ. FT.	\$ 17,820.00	0.00	176.00	176.00	\$ -	\$ 2,323.20	\$ 2,323.20		1,174	\$ 15,496.80
20	0120	GRAVEL DRIVEWAY		\$6.10		22,000	SQ. FT.	\$ 134,200.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		22,000	\$ 134,200.00
21	0121	GRANULAR BORROW (SOFT SPOT REPAIR)		\$3.15		500	CU. YD.	\$ 1,575.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		10,000	\$ 34,000.00
22	0122	OVER EXCAVATION (SOFT SPOT REPAIR)		\$49.35		6,480	CU. YD.	\$ 319,788.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		500	\$ 36,925.00
23	0123	ROADWAY EXCAVATION (PLAN QUANTITY)		\$53.80		5,543	CU. YD.	\$ 298,213.40	0.00	0.00	0.00	\$ -	\$ -	\$ -		500	\$ 15,575.00
24	0124	UNTREATED BASE COURSE (PLAN QUANTITY)		\$53.80		61	CU. YD.	\$ 3,281.80	0.00	0.00	0.00	\$ -	\$ -	\$ -		6,480	\$ 319,788.00
		CO NO. 1-D EXTEND UNTREATED BASE COURSE (PLAN QUANTITY) QUANTITY		\$53.80		61	CU. YD.	\$ 3,281.80								5,604	\$ 301,495.20
25	0125	HMA - 1/2 INCH		\$119.00		6,357	TON	\$ 756,483.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		6,713	\$ 798,847.00
26	0126	CO NO. 1-A EXTEND HMA - 1/2 INCH QUANTITY		\$119.00		290	TON	\$ 34,510.00									
27	0127	RELOCATE MAIL BOX		\$192.00		21	EACH	\$ 4,032.00	0.00	1.00	1.00	\$ -	\$ 192.00	\$ 192.00			\$ 3,840.00
28	0128	RECONSTRUCT VALVE BOX		\$862.00		25	EACH	\$ 21,550.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		22	\$ 22,440.00
29	0129	RELOCATE STREET LIGHT		\$1,725.00		2	EACH	\$ 3,450.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		25	\$ 21,550.00
30	0130	REMOVE AND SALVAGE GUARDRAIL AND END SECTIONS		\$34.70		205	FOOT	\$ 7,113.50	0.00	0.00	0.00	\$ -	\$ -	\$ -		2	\$ 3,450.00
31	0131	GEOTEXTILE - STABILIZATION		\$1.85		1,500	SQ. YD.	\$ 2,775.00	0.00	0.00	0.00	\$ -	\$ 7,113.50	\$ 7,113.50		1	\$ 5,750.00
32	0132	REMOVE CONCRETE DITCH		\$10.60		1,500	SQ. YD.	\$ 15,900.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		1,500	\$ 2,775.00
33	0133	REMOVE FENCE		\$27.90		800	FOOT	\$ 22,320.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		1,500	\$ 15,900.00
34	0134	CO NO. 1-D EXTEND REMOVE FENCE QUANTITY		\$11.50		20	FOOT	\$ 230.00	0.00	8.00	8.00	\$ -	\$ 92.00	\$ 92.00		800	\$ 22,320.00
35	0135	RELOCATE VINYL PICKET FENCE		\$60.60		150	FOOT	\$ 9,090.00	0.00	40.00	40.00	\$ -	\$ 2,424.00	\$ 2,424.00		262	\$ 3,013.00
36	0136	RELOCATE CHAIN LINK FENCE		\$43.35		350	FOOT	\$ 15,172.50	0.00	0.00	0.00	\$ -	\$ -	\$ -		110	\$ 6,666.00
37	0137	6 FT VINYL PRIVACY FENCE		\$60.60		350	FOOT	\$ 21,210.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		350	\$ 15,172.50
38	0138	SALVAGE AND RE-LAY BRICK PAVERS		\$11.50		100	SQ. FT.	\$ 1,150.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		350	\$ 21,210.00
39	0139	REMOVE CONCRETE STAIRS		\$2,005.00		1	EACH	\$ 2,005.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		150	\$ 9,090.00
40	0140	RELOCATE STEEL PERGOLA		\$5.65		2,800	SQ. YD.	\$ 15,820.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		100	\$ 1,150.00
41	0141	REMOVE ASPHALT DRIVEWAY		\$8.60		14,500	SQ. FT.	\$ 124,700.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		60	\$ 708.00
42	0142	CONCRETE DRIVEWAY 4 INCH THICK		\$69.00		100	SQ. FT.	\$ 6,900.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		1	\$ 2,005.00
43	0143	ASPHALT CURB		\$62.25		50	FOOT	\$ 3,112.50	0.00	0.00	0.00	\$ -	\$ -	\$ -		2,800	\$ 15,820.00
44	0144	3 RAIL VINYL FENCE		\$31.85		325	FOOT	\$ 10,351.25	0.00	0.00	0.00	\$ -	\$ -	\$ -		14,500	\$ 124,700.00
45	0145	4 FT. CHAIN LINK DOUBLE GATE (W = 16'-0")		\$1,725.00		1	EACH	\$ 1,725.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		100	\$ 6,900.00
46	0146	RECONSTRUCT LANDSCAPE BLOCK BORDER WALL		\$46.00		75	SQ. FT.	\$ 3,450.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		50	\$ 3,112.50
47	0147								0.00	0.00	0.00	\$ -	\$ -	\$ -		325	\$ 10,351.25
48	0148								0.00	0.00	0.00	\$ -	\$ -	\$ -		1	\$ 1,725.00
49	0149								0.00	0.00	0.00	\$ -	\$ -	\$ -		75	\$ 3,450.00
50	0150	RELOCATE CORRAL PANEL FENCE		\$57.50		85	FEET	\$ 4,887.50	0.00	0.00	0.00	\$ -	\$ -	\$ -		85	\$ 4,887.50
SUBTOTAL ROADWAY / EARTHWORK																	
LANDSCAPING																	
051	0201	CLEARING AND GRUBBING (includes all tree and stump removals, trimming)		\$189,050.00		1	LUMP	\$ 189,050.00	0.40	0.10	0.50	\$ 75,620.00	\$ 18,905.00	\$ 94,525.00		1	\$ 94,525.00
052	0202	LANDSCAPE COBBLE		\$54.30		300	SQ. YD.	\$ 16,290.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		300	\$ 16,290.00
053	0203	WOOD FIBER MULCH (PLAN QUANTITY)		\$5.00		3,200	SQ. YD.	\$ 16,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		3,200	\$ 16,000.00
054	0204	BROADCAST SEED (PLAN QUANTITY)		\$4.60		3,200	SQ. YD.	\$ 14,720.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		3,200	\$ 14,720.00
055	0205	CONCRETE MOW STRIP		\$20.35		250	FOOT	\$ 5,087.50	0.00	0.00	0.00	\$ -	\$ -	\$ -		250	\$ 5,087.50
056	0206	TURF SOD		\$19.10		2,000	SQ. YD.	\$ 38,200.00	0.00	0.00	0.00	\$ -	\$ -	\$ -		2,000	\$ 38,200.00

Bid Item	Bid #	PLAN SYMBOL	Activity ID	Est Qty	Unit Cost	Est Value	COMPLETE?	Item Unit	Est. Cost	Quantity	From Prev.	Current	Cumulative	Amount in \$	Current	Cumulative	Remaining Work
																	Quantity
057	0207	SPRINKLER SYSTEM MODIFICATION		4000	\$27.15	\$108,600.00		SO. YD.	\$108,600.00	0.00	0.00	0.00	0.00	\$	\$	\$	4,000
058	0208	LANDSCAPE RESTORATION		1600	\$71.04	\$113,664.00		SO. YD.	\$113,664.00	0.00	0.00	0.00	0.00	\$	\$	\$	1,600
059	0209	CONTRACTOR FURNISHED TOPSOIL, 4 INCH THICK		3600	\$13.80	\$49,680.00		SO. YD.	\$49,680.00	0.00	0.00	0.00	0.00	\$	\$	\$	3,600
060	0210	TREE - PRAIRIE FIRE CRABAPPLE, 2 INCH CALIPER		2	\$575.00	\$1,150.00		EACH	\$1,150.00	0.00	0.00	0.00	0.00	\$	\$	\$	2
061	0211	SHRUB - 2 GALLON		20	\$57.50	\$1,150.00		EACH	\$1,150.00	0.00	0.00	0.00	0.00	\$	\$	\$	20
SUBTOTAL LANDSCAPING										\$510,967.50				\$75,620.00	\$18,905.00	\$94,525.00	\$416,442.50
STORM DRAIN / IRRIGATION																	
062	0301	REMOVE PIPE		2100	\$23.00	\$48,300.00		FOOT	\$48,300.00	89.00	393.25	482.25	\$	\$2,047.00	\$9,044.75	\$11,091.75	1,618
063	0302	ABANDON PIPE/FLOW FILL		200	\$403.00	\$80,600.00		CU. YD.	\$80,600.00	0.00	0.00	0.00	0.00	\$	\$	\$	200
064	0303	REMOVE IRRIGATION DIVERSION BOX		8	\$748.00	\$5,984.00		EACH	\$5,984.00	0.00	4.00	4.00	\$	\$2,992.00	\$2,992.00	\$	4
065	0304	REMOVE MANHOLE		1	\$1,380.00	\$1,380.00		EACH	\$1,380.00	0.00	0.00	0.00	0.00	\$	\$	\$	1
066	0305	CATCH BASIN		12	\$98,000.00	\$996,000.00		EACH	\$996,000.00	5.00	0.00	5.00	\$	\$40,000.00	\$40,000.00	\$	7
067	0306	COMBINATION INLET BOX		3	\$11,600.00	\$34,800.00		EACH	\$34,800.00	0.00	0.00	0.00	0.00	\$	\$	\$	3
068	0307	STORM DRAIN MANHOLE		3	\$11,600.00	\$34,800.00		EACH	\$34,800.00	0.00	0.00	0.00	0.00	\$	\$	\$	3
069	0308	MODIFY STORM DRAIN MANHOLE		3	\$11,600.00	\$34,800.00		EACH	\$34,800.00	0.00	0.00	0.00	0.00	\$	\$	\$	3
070	0309	IRRIGATION DIVERSION BOX		2	\$6,445.00	\$12,890.00		EACH	\$12,890.00	2.00	0.00	2.00	\$	\$12,890.00	\$12,890.00	\$	0
071	0310	MODIFY IRRIGATION DIVERSION BOX		4	\$11,500.00	\$46,000.00		EACH	\$46,000.00	0.00	0.00	0.00	0.00	\$	\$	\$	0
072	0311	15 INCH WATERMAN C-10 NON-RISING STEM SCREW GATE		1	\$5,755.00	\$5,755.00		EACH	\$5,755.00	0.00	0.00	0.00	0.00	\$	\$	\$	1
073	0312	15 INCH WATERMAN C-2 SLIDE GATE		4	\$3,455.00	\$13,820.00		EACH	\$13,820.00	0.00	0.00	0.00	0.00	\$	\$	\$	4
074	0313	18 INCH WATERMAN C-2 SLIDE GATE		2	\$2,875.00	\$5,750.00		EACH	\$5,750.00	0.00	0.00	0.00	0.00	\$	\$	\$	2
075	0314	15 INCH REINFORCED CONCRETE PIPE		296	\$403.00	\$119,288.00		FOOT	\$119,288.00	89.16	0.00	89.16	\$	\$18,456.12	\$18,456.12	\$	296
076	0315	15 INCH REINFORCED CONCRETE PIPE		1488	\$207.00	\$308,016.00		FOOT	\$308,016.00	89.16	0.00	89.16	\$	\$18,456.12	\$18,456.12	\$	1,399
077	0316	15 INCH HDPE		200	\$299.00	\$59,800.00		FOOT	\$59,800.00	0.00	0.00	0.00	0.00	\$	\$	\$	200
NOT USED																	
078	0317	EXTEND CANAL CULVERT		1	\$115,100.00	\$115,100.00		LUMP	\$115,100.00	0.00	0.00	0.00	0.00	\$	\$	\$	1
079	0318	18 INCH CONCRETE END SECTION		1	\$1,725.00	\$1,725.00		EACH	\$1,725.00	0.00	0.00	0.00	0.00	\$	\$	\$	1
080	0319	TRASH RACK FOR 18 INCH CONCRETE END SECTION		1	\$1,035.00	\$1,035.00		EACH	\$1,035.00	0.00	0.00	0.00	0.00	\$	\$	\$	1
081	0320	REMOVE CATCHBASIN		2	\$863.00	\$1,726.00		EACH	\$1,726.00	0.00	0.00	0.00	0.00	\$	\$	\$	2
SUBTOTAL STORM DRAIN / IRRIGATION										\$992,769.00				\$84,993.12	\$12,036.75	\$97,029.87	\$895,739.13
CITY UTILITIES																	
082	0401	RELOCATE AND REPLACE FIRE HYDRANT		9	\$11,500.00	\$103,500.00		EACH	\$103,500.00	0.00	4.00	4.00	\$	\$46,000.00	\$46,000.00	\$	5
083	0402	RELOCATE PRESSURIZED IRRIGATION SERVICE		39	\$5,755.00	\$224,445.00		EACH	\$224,445.00	0.00	14.00	14.00	\$	\$80,570.00	\$80,570.00	\$	25
084	0403	RELOCATE CULINARY SERVICE CONNECTION		40	\$5,525.00	\$221,000.00		EACH	\$221,000.00	0.00	13.00	13.00	\$	\$71,825.00	\$71,825.00	\$	27
085	0404	1 1/2 INCH PRESSURIZED IRRIGATION SERVICE		3	\$9,785.00	\$29,355.00		EACH	\$29,355.00	0.00	0.00	0.00	0.00	\$	\$	\$	3
086	0405	2 INCH PRESSURIZED IRRIGATION SERVICE		2	\$10,450.00	\$20,900.00		EACH	\$20,900.00	0.00	0.00	0.00	0.00	\$	\$	\$	2
087	0406	SAMPLING HYDRANT		2	\$12,650.00	\$25,300.00		EACH	\$25,300.00	0.00	1.00	1.00	\$	\$12,650.00	\$12,650.00	\$	1
088	0407	BRASS TAPPING SADDLE		79	\$1,265.00	\$99,935.00		EACH	\$99,935.00	0.00	30.00	30.00	\$	\$37,950.00	\$37,950.00	\$	49
089	0408																
090	0409																
091	0410	LOOP 10 INCH WATER LINE		3	\$19,550.00	\$58,650.00		EACH	\$58,650.00	0.00	0.00	0.00	0.00	\$	\$	\$	3
092	0411	4 INCH PI DRAIN		160	\$115.00	\$18,400.00		FOOT	\$18,400.00	0.00	0.00	0.00	0.00	\$	\$	\$	160
093	0412	PIPE CHADLE/BRIDGE		3	\$2,875.00	\$8,625.00		EACH	\$8,625.00	0.00	0.00	0.00	0.00	\$	\$	\$	3
094	0413																
095	0414																
096	0415	FIRE HYDRANT		2	\$21,850.00	\$43,700.00		EACH	\$43,700.00	0.00	1.00	1.00	\$	\$21,850.00	\$21,850.00	\$	1
SUBTOTAL CITY UTILITIES										\$853,810.00				\$	\$270,845.00	\$270,845.00	\$582,965.00
STRUCTURE																	
097	0501	REMOVE CONCRETE WALL		250	\$60.90	\$15,225.00		FOOT	\$15,225.00	0.00	0.00	0.00	0.00	\$	\$	\$	250
098	0502	REMOVE MASONRY WALL		100	\$28.45	\$2,845.00		FOOT	\$2,845.00	0.00	0.00	0.00	0.00	\$	\$	\$	100
099	0503	SALVAGE AND REBUILD STACKED BOULDER WALL		700	\$34.50	\$24,150.00		SQ. FT.	\$24,150.00	0.00	0.00	0.00	0.00	\$	\$	\$	700
1000	0504	DRY STACK BOULDER WALL		3,500	\$28.75	\$100,625.00		SQ. FT.	\$100,625.00	0.00	0.00	0.00	0.00	\$	\$	\$	3,500
1001	0505	ADJUST MASONRY FENCE POST / COLUMN TO GRADE		1	\$4,025.00	\$4,025.00		EACH	\$4,025.00	0.00	0.00	0.00	0.00	\$	\$	\$	1
1002	0506																
1003	0507	DRIVEWAY TURN DOWN WALL		300	\$53.25	\$15,975.00		SQ. FT.	\$15,975.00	0.00	0.00	0.00	0.00	\$	\$	\$	300
SUBTOTAL STRUCTURE										\$162,845.00				\$	\$	\$	\$162,845.00
SIGNING / STRIPING																	
1004	0601	REMOVE SIGN		1	\$97.75	\$97.75		EACH	\$97.75	0.00	0.00	0.00	0.00	\$	\$	\$	1
1005	0602	RELOCATE SIGN		6	\$259.00	\$1,554.00		EACH	\$1,554.00	0.00	0.00	0.00	0.00	\$	\$	\$	6
1006	0603	SIGN TYPE A-2, 30 INCH X 30 INCH (W11-2)		6	\$294.00	\$1,764.00		EACH	\$1,764.00	0.00	0.00	0.00	0.00	\$	\$	\$	6
1007	0604	SIGN TYPE A-2, 24 INCH X 12 INCH (W16-7P)		5	\$132.00	\$660.00		EACH	\$660.00	0.00	0.00	0.00	0.00	\$	\$	\$	5
1008	0605	REMOVE PAVEMENT MARKINGS		2,000	\$0.60	\$1,200.00		FOOT	\$1,200.00	0.00	0.00	0.00	0.00	\$	\$	\$	2,000
1009	0606	PAVEMENT MARKING PAINT		230	\$45.35	\$10,430.50		GAL	\$10,430.50	0.00	0.00	0.00	0.00	\$	\$	\$	230
1010	0607	PAVEMENT MESSAGE PAINT		116	\$30.30	\$3,514.80		EACH	\$3,514.80	0.00	0.00	0.00	0.00	\$	\$	\$	116
1011	0608	RECTANGULAR RAPID FLASHING BEACON (SOLAR)		2	\$15,850.00	\$31,700.00		EACH	\$31,700.00	0.00	0.00	0.00	0.00	\$	\$	\$	2
SUBTOTAL SIGNING / STRIPING										\$52,091.05				\$	\$	\$	\$52,091.05

Bid Item	PLAN SYMBOL	Activity ID	COMPLETE?	Estimated Value	Est Qty	Item Unit	Est. Cost	Quantity	Amount in \$	Current	Cummulative	Remaining Work
Bid #				Unit Cost				From Prev.				Quantity
TEMPORARY CONTROLS												Value
0112	0701											
0113	0702	SILT FENCE		\$3.35	6,625	FOOT	\$ 22,193.75	0.00	\$ 504.50	\$ 1,690.08	\$ 1,690.08	6,121
0114	0703	GUTTER INLET BARRIER		\$207.00	30	EACH	\$ 6,210.00	0.00	\$ 5.00	\$ 1,035.00	\$ 1,035.00	25
0115	0704	EROSION CONTROL BLANKET		\$3.40	1,700	SQ. YD.	\$ 5,780.00	0.00	\$ 0.00	\$ -	\$ -	1,700
		SUBTOTAL TEMPORARY CONTROLS					\$ 34,183.75			\$ 2,725.08	\$ 2,725.08	\$ 31,458.68
CHANGE ORDER NO. 1-A - MILL AND FILL WEST PROJECT LIMIT TO AMERICAN FORK CITY LIMIT												
0116		ROTO MILLING - 1 INCH		\$2.28	3,090	SQ. YD.	\$ 7,045.20	0.00	\$ 0.00	\$ -	\$ -	3,090
0117		TRAFFIC CONTROL - CHANGE ORDER 1A ADDED WORK		\$766.00	1	DAY	\$ 766.00	0.00	\$ 0.00	\$ -	\$ -	1
		SUBTOTAL CHANGE ORDER NO. 1-A - MILL AND FILL WEST PROJECT LIMIT TO AMERICAN FORK CITY LIMIT					\$ 7,811.20			\$ -	\$ -	\$ 7,811.20
CHANGE ORDER NO. 1B - ADD CUSTOM BUSINESS ACCESS SIGNS FOR TRAFFIC CONTROL												
0118		CUSTOM TRAFFIC CONTROL SIGN - 48 INCH X 48 INCH	COMPLETE	\$448.25	4	EACH	\$ 1,793.00	0.00	\$ 4.00	\$ 1,793.00	\$ 1,793.00	0
		SUBTOTAL CHANGE ORDER NO. 1-B - ADD CUSTOM BUSINESS ACCESS SIGNS FOR TRAFFIC CONTROL					\$ 1,793.00			\$ 1,793.00	\$ 1,793.00	\$ -
CHANGE ORDER NO. 1-C - NIXON ABANDON SEPTIC AND CONNECT SEWER												
0119		ABANDON SEPTIC SYSTEM & CONNECT TO SEWER LATERAL		\$4,606.00	1	LUMP	\$ 4,606.00	0.00	\$ 0.00	\$ -	\$ -	1
0120		4 INCH SEWER PIPE		\$79.00	150	FOOT	\$ 11,850.00	0.00	\$ 0.00	\$ -	\$ -	150
		SUBTOTAL CHANGE ORDER NO. 1-C - NIXON ABANDON SEWER AND CONNECT SIDEWALK					\$ 16,456.00			\$ -	\$ -	\$ 151.00
CHANGE ORDER NO. 1-D - 180 WEST SIDEWALK												
0121		REMOVE AND SALVAGE CORRAL PANEL GATES		\$788.00	1	EACH	\$ 788.00	0.00	\$ 0.00	\$ -	\$ -	1
0122		4 FT. FIELD WIRE MESH FENCE WITH SCH 40 STEEL POSTS		\$52.00	40	FOOT	\$ 2,080.00	0.00	\$ 0.00	\$ -	\$ -	40
0123		TRAFFIC CONTROL - CHANGE ORDER NO. 1-D ADDED WORK		\$2,690.00	1	LUMP	\$ 2,690.00	0.00	\$ 0.00	\$ -	\$ -	1
		SUBTOTAL CHANGE ORDER NO. 1-D - 180 WEST SIDEWALK					\$ 5,558.00			\$ -	\$ -	\$ 5,558.00
TOTAL OF ALL SCHEDULES												
							\$ 6,323,267.75		\$ 223,322.18	\$ 509,675.39	\$ 732,997.57	\$ 5,590,270.18

DOCUMENT 00990

CONTRACT CHANGE ORDER

Project: 1300 West Street and Utility Improvement Project
 Location: Contractor Owner
 Change Order No.: 2

Date: August 9, 2023

To: Newman Construction, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
1	24" ADS Installation, 1 LS @ \$3,759.27		\$3,759.27
2	Soft Spot Excavation and Removal, 1 LS @ \$5,899.50		\$5,899.50
3	Flowable Fill, 1 LS @ \$2,968.64		\$2,968.64
4	Landscape Cobble and Weed Barrier - Remove from Contract - 1750 SF @ -\$2.70/SF	\$4,725.00	
5	Landscape Repair (Sod and Sprinklers), 1145 SF @ \$8.00/SF		\$9,160.00
6	Irrigation Sleeves, 60 LF @ \$25.00/LF		\$1,500.00
7	Asphalt Deduct 0.9 Pay Factor for Compaction (PD2), 1002.05 TON @ -\$12.10/TON	\$12,124.81	
8	Asphalt Deduct 0.9 Pay Factor for Compaction (PD3), 628.76 TON @ -\$12.10/TON	\$7,608.00	
9	Asphalt Deduct 0.7 Pay Factor for Compaction (PD4), 813.85 TON @ -\$36.30/TON	\$29,542.76	
10	Additional Fill to Raise Road for Sufficient Cover for Water Line, 409 CY @ \$41.45		\$16,953.05
	Change in contract price due to this Change Order:		
	Total Decrease	\$54,000.56	
	Total Increase		\$40,240.46
	Net increase (decrease)		-\$13,760.10

The sum of -\$13,760.10 is hereby added to, the total contract price and the total adjusted contract price to date thereby is \$2,407,313.15.

The time provided for completion in the contract is **Unchanged**.

This document shall become an amendment to the contract & all provisions of the contract will apply hereto

Accepted by:

Courtney Bixler
 Digitally signed by Courtney Bixler
 DN: cn=Courtney Bixler, o=Newman Construction, Inc., email=Courtney.Bixler@newmanconstruction.com, c=US
 Date: 2023.08.09 17:16:57 -06'00'

Contractor

8-9-2023

Date

Accepted by:

Brady Morris
 Digitally signed by Brady Morris
 DN: cn=Brady Morris, o=Portfolio Investments, email=Brady.Morris@portfolioinvestments.com, c=US
 Date: 2023.08.10 10:00:00 -06'00'

Portfolio Investments

08/10/2023

Date

Recommended by:

Kevin Croshaw
 Digitally signed by Kevin Croshaw
 DN: cn=Kevin Croshaw, o=Newman Construction, Inc., email=Kevin.Croshaw@newmanconstruction.com, c=US
 Date: 2023.08.10 08:34:46 -06'00'

Resident Engineer

08/10/2023

Date

Approved by:

Owner

Date

**PARTIAL PAYMENT ESTIMATE
NO. 6**

Name of Contractor: **Newman Construction, Inc.**

Name of Owner: **Pleasant Grove City**

Date of Completion:

Original: 30-Jun-23

Revised: N/A

Amount of Contract:

Original: \$2,295,171.25

Revised: \$2,407,313.15

Dates of Estimate:

From: 13-Jul-23

To: 8-Aug-23

Description of Job: **1300 West Street and Utility Improvement Project**

Amount	This Period	Total To Date
Amount Earned	\$517,803.49	\$2,299,442.14
Retainage Being Held	\$25,890.17	\$114,972.11
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$1,692,556.71
Amount Due	\$491,913.32	\$491,913.32

Contractor's Construction Progress is On Schedule

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by: **Horrocks.**

Date: 8/9/2023

Kevin Croshaw

Digitally signed by Kevin Croshaw
DN: E=kevinc@horrocks.com,
OU=Kevin Croshaw, OU=PG,
OU=Users, OU=Accounts,
DC=horrocks, DC=local
Date: 2023.08.10 09:35:35-06'00'

Kevin Croshaw, P.E.
Project Manager

Accepted by: **Portfolio Investments**

Date: 08/10/2023

Brady Morris

Digitally signed by Brady Morris
DN: CN=Brady Morris, E=bradymorris@engineers.com,
OU=Engineers, OU=Brady Morris
Reason: I have reviewed this document
Date: 2023.08.10 09:36:19-06'00'

Portfolio Investments
Representative

Accepted by: **Newman Construction, Inc.**

Date: 8-9-2023

Courtney Bixler

Digitally signed by Courtney Bixler
DN: CN=CUS, E=courtney@newmaninc.com,
CN=Courtney Bixler
Date: 2023.08.09 17:16:19-06'00'

Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy Fugal
Mayor

Budget Code _____ Staff Initial _____

DOCUMENT 00990

CONTRACT CHANGE ORDER

Project: 1300 East Street and Utility Improvement Project
 Location: Contractor Owner
 Change Order No.: 1

Date: August 9, 2023

To: BD Bush Excavation, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
1	Traffic Control for 200 S Water Line Cut and Cap, 1 LS @ \$1,200.00		\$1,200.00
2	Soft Spot Excavation, 85 CY @ \$35.00/CY		\$2,975.00
3	Soft Spot Structural Fill, 85 CY @ \$51.40/CY		\$4,369.00
4	Soft Spot Repair Fabric, 395 SY @ \$3.90/SY		\$1,540.50
5	Dual Fabric Over Sub Base, 540 SY @ \$6.70		\$3,618.00
	Change in contract price due to this Change Order:		
	Total Decrease	\$0.00	
	Total Increase		\$13,702.50
	Net increase (decrease)		\$13,702.50

The sum of \$13,702.50 is hereby added to, the total contract price and the total adjusted contract price to date thereby is \$1,883,331.50.

The time provided for completion in the contract is **Unchanged**.

This document shall become an amendment to the contract & all provisions of the contract will apply hereto

Accepted by:

Contractor

Kevin Croshaw

Resident Engineer

Digitally signed by Kevin Croshaw
 DN: E=kevin@horrocks.com,
 CN=Kevin Croshaw, OU=PG,
 OU=Users, OU=Accounts,
 DC=horrocks, DC=local
 Date: 2023.08.10 08:52:57-08'00'

Date

8/9/2023

8/9/2023

Date

Approved by:

Owner

Date

PARTIAL PAYMENT ESTIMATE NO. 4

Name of Contractor: BD Bush Excavation, Inc.		
Name of Owner: Pleasant Grove City		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 30-Sep-23	Original: \$1,869,629.00	From: 13-Jul-23
Revised: N/A	Revised: \$1,883,331.50	To: 8-Aug-23
Description of Job: 1300 East Street and Utility Improvement Project		
Amount	This Period	Total To Date
Amount Earned	\$397,346.60	\$1,284,742.10
Retainage Being Held	\$19,867.33	\$64,237.11
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$846,462.82
Amount Due	\$377,479.27	\$374,042.18

Contractor's Construction Progress is ON SCHEDULE

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

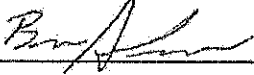
Recommended by Horrocks Engineers

Date: 8/9/2023

Digitally signed by Kevin Croshaw
DN: cn=Kevin Croshaw, ou=PG,
ou=Horrocks, ou=Accounts,
dc=Horrocks, dc=local
Date: 2023.08.10 08:52:03 -0600
Kevin Croshaw, P.E.
Project Manager

Accepted by: **BD Bush Excavation, Inc.**

Date: 8/9/2023


Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy Fugal
Mayor

Budget Code _____ Staff Initial _____

**FINAL PAY ESTIMATE
PAYMENT ESTIMATE NO. 4**

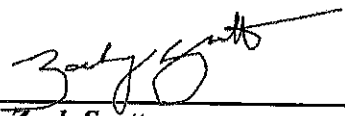
Name of Contractor: Great Western Landscape		
Name of Owner: Deon Giles		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 22-May-23	Original: \$756,391.24	From: 3-May-23
Revised:	Revised: \$756,391.24	To: 10-Aug-23
Description of Job: Old Cemetery Irrigation		
Amount	This Period	Total To Date
Amount Earned	\$18,283.88	\$756,391.24
Retainage Being Held	\$914.19	\$46,885.61
Retainage Being Released	\$46,885.61	\$46,885.61
Previous Payments		\$692,135.95
Amount Due	\$64,255.29	\$64,255.29

Contractor's Construction Progress is SUBSTANTIALLY COMPLETE

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by Horrocks Engineers

Date: 8/10/2023


Zach Scott
Project Landscape Architect

Accepted by: **Great Western Landscape**

Date: 8/10/2023


Cody Gillen
CFO

Approved By: **Pleasant Grove City**

Date: _____

Guy Fugal
Mayor

Budget Code _____ Staff Initial _____

PROJECT: Old Cemetery Irrigation

PAY PERIOD:

4

Aug-23

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
1	Mobilization	1.00	LS	\$65,600.00	\$65,600.00	0.00	1.00		\$65,600.00
2	Installation of Irrigation Mainline	5103.00	LF	\$33.00	\$168,399.00	0.00	5103.00		\$168,399.00
3	Installation of Irrigation Automatic Control Valve	41.00	EA	\$1,792.00	\$73,472.00	0.00	41.00		\$73,472.00
4	Installation of Irrigation Quick Coupler	28.00	EA	\$849.00	\$23,772.00	0.00	28.00		\$23,772.00
5	Installation of Irrigation Isolation Valve	14.00	EA	\$1,705.00	\$23,870.00	0.00	14.00		\$23,870.00
6	Installation of Irrigation Lateral	16022.00	LF	\$10.92	\$174,960.24	0.00	16022.00		\$174,960.24
7	Installation of Irrigation Rotor Head	288.00	EA	\$135.00	\$38,880.00	0.00	288.00		\$38,880.00
8	Installation of Irrigation Control System	1.00	LS	\$37,117.00	\$37,117.00	0.00	1.00		\$37,117.00
9	Irrigation System Point of Connection	2.00	EA	\$73,135.50	\$146,271.00	0.25	2.00	\$18,283.88	\$146,271.00
10	Installation of Irrigation Mainline Drain	1.00	EA	\$4,060.00	\$4,060.00	0.00	1.00		\$4,060.00
Subtotal					\$756,391.24			\$18,283.88	\$756,391.24

Total

\$756,391.24

TOTAL	\$18,283.88	\$756,391.24
AMOUNT RETAINED	\$914.19	\$46,885.61
RETAINAGE RELEASED	\$48,885.61	\$46,885.61
PREVIOUS RETAINAGE		\$45,971.42
PREVIOUS PAYMENTS		\$692,135.95
AMOUNT DUE	\$64,255.29	\$64,255.29

City Council Staff Report

August 1, 2023

Item 9A

TEXT AMENDMENT PROPOSAL

REQUEST	Request to create City Code Section 10-15-49: Water Efficiency Standards and amend sections of the code regarding landscaping.
APPLICANT	Pleasant Grove City
STAFF RECOMMENDATION	Approve the proposed Code Text Amendment
ATTACHMENTS	Proposed Ordinance Amendments

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Background

Pleasant Grove City is requesting approval of a Code Text Amendment to create an ordinance addressing water efficiency standards with the purpose to conserve the public's water resources by establishing standards regarding the use of water for indoor plumbing fixtures and outdoor landscaping.

Analysis

Pleasant Grove City considers that using our resources more efficiently is paramount. The purpose of this ordinance is to protect and enhance the community's environmental, economic, recreational, and aesthetic resources by promoting efficient use of water in the community's landscapes, reduce water waste and establish standards that provide for the design and installation of landscapes that are both attractive and water efficient.

The Central Utah Water Conservancy District has proposed a list of water efficiency standards for all new developments. In order to qualify for all programs, run by central Utah Water as well as for funding, cities must adopt such standards.

The four landscaping requirements that are required to be adopted are the following:

- A. Lawn shall not be less than 8 feet wide at its narrowest point.
- B. Lawn shall not exceed 35% of the total landscaped area. * Total Landscaped Area: Improved areas of the property that incorporate all the completed features of the landscape. The landscape area does

Authors: Daniel Cárdenas - Community Development Director and Jacob Hawkins - City Planner

not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

i. Small residential lots, which have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement, are exempt from the 8 feet minimum width lawn area requirement and maximum of 35% lawn requirement.

C. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.

D. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on June 22, 2023.

8. Public Hearing: Code Text Amendment – Sections 10-15-49: Water Efficiency Standards and landscape requirements on Chapters 6,9,10,11,12 and 14.

(City Wide)

Public Hearing to consider a request from Pleasant Grove City to create City Code Section 10-15-49, Water Efficiency Standards and to amend the landscape requirements included in chapters 6,9,10,11,12 and 14. The city is proposing to include new landscaping requirements with the intent to conserve the public's water resources by establishing water conservation standards for the installation of grass and turf as outdoor landscaping in all residential, commercial, and industrial zones within the city.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Fugal moved the Planning Commission forward a recommendation of approval to the City Council for the proposed amendments to City Code Section 10-15-49: Water Efficiency Standards and amend sections of the code regarding landscaping; and adopting the exhibits, conditions, and findings of the staff report.

Commissioner Butler seconded the motion. The Commissioners unanimously voted "Aye". The motion carried.

Motion by: Commissioner Fugal

Seconded by: Commissioner Butler

AYE VOTES: Chair Phillips, Patten, Martineau, Fugal, Redding, Butler

Authors: Daniel Cárdenas - Community Development Director and Jacob Hawkins - City Planner

ORDINANCE NO. 2023-15

AN ORDINANCE OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, TO CREATE SECTION 10-15-49, “WATER EFFICIENCY STANDARDS” AND TO AMEND THE LANDSCAPE REQUIREMENTS IN TITLE 10 CHAPTERS 8-14; IN THE PLEASANT GROVE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE (PLEASANT GROVE CITY, APPLICANT).

WHEREAS, Pleasant Grove City, the applicant, is working with Central Utah Water Conservancy District is proposing to include new landscaping requirements for new developments with the intent to conserve the public’s water resources; and

WHEREAS, Pleasant Grove City is proposing to adopt new water use efficiency standards, provided by Central Utah Water Conservancy District, for the installation of grass and turf as outdoor landscaping in all residential, commercial, and industrial zones within the city; and

WHEREAS, these outdoor standards are not intended to conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines; and

WHEREAS, on June 22, 2023, the Pleasant Grove City Planning Commission held a public hearing to consider amending City Code Sections 10-15-49 by adding a new section Water Efficiency Standards and amend the landscape parts of chapters 8, 9, 10, 11, 12, 13 and 14; and

WHEREAS, at its public hearing the Pleasant Grove City Planning Commission decided that the requested amendments to the Pleasant Grove Municipal Code are in the public’s interest and are consistent with the written goals and policies of the General Plan; and

WHEREAS, the Pleasant Grove City Planning Commission recommended to the Pleasant Grove City Council that the request to add Section 10-15-49 Water Efficiency Standards and amend the landscape parts of chapters 8, 9, 10, 11, 12, 13 and 14 to the Pleasant Grove Municipal Code be approved; and

WHEREAS, on August 15, 2023, the Pleasant Grove City Council held a public hearing to consider the request; and

WHEREAS, at its meeting the Pleasant Grove City Council was satisfied that the amendments to the Pleasant Grove Municipal Code are in the best interest of the public and are consistent with the written goals and policies of the General Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pleasant Grove City, Utah County, State of Utah as follows:

SECTION 1. Section 10-15 Supplementary Development Standards is amended by adding section 49 Water Efficiency Standards and amend the landscape parts of chapters 8, 9, 10, 11, 12, 13 and 14, as follows:

10-15-49: Water Efficiency Standards:

- A. Purpose: The purpose of these Water Efficiency Standards is to conserve the public's water resources by establishing water conservation standards for outdoor landscaping.
- B. Applicability: The following standards shall be required for all new developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. These outdoor standards are not intended to conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may conflict with Utah law, such conflicting requirements shall not apply.

C. Definitions:

ACTIVE RECREATION AREA: An area that is dedicated to active play where lawn may be used as the playing surfaces. Examples of active recreation areas include sports fields, play areas, and other similar uses.

LAWN: Any nonagricultural land planted in closely mowed, managed grass, sod, or turf.

OPEN SPACE: Area that contains landscaping, grass areas, recreational facilities, walkways, parks, plazas, natural areas, and usable wetland areas. Required buffers may also be counted as open space, except that they may not be counted toward meeting requirements for active recreation areas. The following areas may not be counted as open space: a) leftover space between buildings, and b) narrow space under ten feet (10') in width that is immediately adjacent to buildings, where the space is between the building and parking areas, drive aisles or inner development roads.

TOTAL LANDSCAPED AREA: Improved areas of the property that incorporate all the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

10-8: Agricultural Zone (A-1)

10-8-15: OTHER REQUIREMENTS:

- B. Landscaping: ~~The following landscaping provisions apply in this zone:~~ The following landscaping standards shall be required for all new developments in this zone:
 - 1. All open spaces between the front lot line and the rear line of the main building, except planned and approved driveways, parking area, walkways, utility areas, improved decks, patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees and grass and similar landscaping materials.
 - 2. Lawn shall not be less than 8 feet wide at its narrowest point.
 - 3. Lawn shall not exceed 35% of the total landscaped area and shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.

4. Minimum initial landscaping shall ~~consist of lawn grass (seeded, sodded or hydroseeded)~~ be located in the front of the residence and at least ten feet (10') on either side of the residence to the rear line of the main building and shall consist of a mixture of lawn, trees, and other landscape elements.
5. Minimum, initial landscaping shall be in place within the two (2) growing seasons.

10-9A: Rural Residential Zone (RR)

10-9A-15: OTHER REQUIREMENTS:

- B. Landscaping: ~~The following landscaping provisions apply in this zone:~~ The following landscaping standards shall be required for all new developments in this zone:
1. All open spaces between the front lot line and the rear line of the main building, except planned and approved driveways, parking area, walkways, utility areas, improved decks, patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees and grass and similar landscaping materials. (Ord. 2000-23, 7-18-2000)
 2. Lawn shall not be less than 8 feet wide at its narrowest point.
 3. Lawn shall not exceed 35% of the total landscaped area and shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
 4. Minimum, initial landscaping shall ~~consist of lawn grass (seeded, sodded or hydroseeded)~~ be located in the front of the residence and at least ten feet (10') on either side of the residence to the rear line of the main building and shall consist of a mixture of lawn, trees, and other landscape elements. The landscaping shall also include deciduous trees or evergreen trees at least four feet (4') in height planted so as to average a tree at each thirty foot (30') interval within the grass area. Deviations from this specified minimum initial landscaping concept, including xeriscape, can be granted on a case by case basis by the community development director upon the advice of the chairperson of the beautification and shade tree advisory commission. (Ord. 2000-23, 7-18-2000; amd. 2003 Code)
 5. Minimum, initial landscaping shall be in place within the two (2) growing seasons following the date of issuance of the occupancy permit (certificate). (Ord. 2000-23, 7-18-2000)

10-9B: Single-Family Residential Zone (R-1)

10-9B-14: OTHER REQUIREMENTS:

- B. Landscaping: ~~The following landscaping provisions apply in this zone:~~ The following landscaping standards shall be required for all new developments in this zone:
1. All open spaces between the front lot line and the rear line of the main building, except planned and approved driveways, parking areas, walkways, utility areas, improved decks, patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees, grass, and similar landscaping materials. (Ord. 2000-23, 7-18-2000)
 2. Lawn shall not be less than 8 feet wide at its narrowest point.
 3. Lawn shall not exceed 35% of the total landscaped area and shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
 4. Minimum, initial landscaping shall ~~consist of lawn grass (seeded, sodded or hydroseeded)~~ be located in the front of the residence and at least ten feet (10') on

either side of the residence to the rear line of the main building **and shall consist of a mixture of lawn, trees, and other landscape elements.** The landscaping shall also include deciduous trees or evergreen trees at least four feet (4') in height planted so as to average a tree at each thirty foot (30') interval within the grass area. Deviations from this specified minimum initial landscaping concept, including xeriscape, can be granted on a case by case basis by the community development director upon the advice of the chairperson of the beautification and shade tree advisory commission. (Ord. 2000-23, 7-18-2000; amd. 2003 Code)

5. Minimum, initial landscaping shall be in place within the two (2) growing seasons following the date of issuance of the occupancy permit (certificate).
6. **Small residential lots, which have no back yards, in which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement, are exempt from the 8 feet minimum width lawn area requirement and maximum of 35% lawn requirement.**

10-9C: Medium Multiple-Residential Zone (RM-7)

10-9C-15: OTHER REQUIREMENTS:

- B. Landscaping: ~~The following landscaping provisions apply in the RM-7 zone:~~ **The following landscaping standards shall be required for all new developments in this zone:**

1. All open areas between the front property line and the rear line of the main buildings, except driveways, parking areas, walkways, utility areas, improved decks, patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar natural landscaping materials. At least forty percent (40%) of the required front yard shall be devoted to landscaping.
2. **Lawn shall not be less than 8 feet wide at its narrowest point.**
3. **Lawn shall not exceed 35% of the total landscaped area and shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.**
4. For all new lots, the planting of a tree may be required in the parking area (utility strip) of the street in front of said lot or lots at an interval of thirty feet (30').
5. Notwithstanding any other requirements, thirty five percent (35%) of the land area of any development in the RM-7 zone shall be devoted to landscaping.
6. Initial landscaping shall include at least one tree per two (2) units and two (2) shrubs per unit.
7. In required landscaped areas, all trees shall have a minimum one and one-half inch (1 ½") caliper trunk, and all shrubs shall be a minimum of five (5) gallon size.
8. All landscaped areas shall have sprinklers or irrigation systems as approved by the planning commission.
9. Landscaping shall be completed within the first twelve (12) months following issuance of the occupancy permit (certificate).
10. **Small residential lots, which have no back yards, in which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement, are exempt from the 8 feet minimum width lawn area requirement and maximum of 35% lawn requirement.**

10-10: Professional Office Zone (P-O)

10-10-17: OTHER REQUIREMENTS:

- B. Landscaping: ~~The following landscaping provisions shall apply in the P-O zone:~~ **The following landscaping standards shall be required for all new developments in this zone:**

1. All open spaces in the required front yard and the required side yard adjacent to a public street, except driveways, walkways, utility areas, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials.
2. **Lawn shall not be less than 8 feet wide at its narrowest point.**
3. **Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.**
4. **In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.**
5. Parking areas shall be landscaped, where possible, around the periphery and at the ends of parking rows in accordance with the landscaping plan approved as part of the project plan approval procedure.
6. Landscaping is to be installed (or bonded for if occupancy occurs in a nonplanting season) prior to issuance of an occupancy permit (certificate).

10-11-A: Commercial Zone (C-N)

10-11A-16: OTHER REQUIREMENTS:

- C. Landscaping: The following landscaping provisions shall apply in the C-N zone:

1. The front yard areas and side yard areas adjacent to a public street, except those portions devoted to driveways, shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials.
2. **Lawn shall not be less than 8 feet wide at its narrowest point.**
3. **Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.**
4. **In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.**
5. Parking areas shall be landscaped, where possible, around the periphery and at the ends of parking rows in accordance with the landscaping plan approved as part of the project plan approval procedure.
6. All required landscaping shall be in place before issuance of occupancy permit (certificate).
7. All plantings shall be serviced by acceptable irrigation or sprinkler system, and maintained in a healthy living condition. Dead plant materials shall be replaced as necessary within the first year of planting.

- F. Transitional Development Standards: Where a lot in any business or commercial zone borders a residential zone, the following standards shall apply:

1. There shall be provided a landscaped side yard of at least twenty feet (20') in width along such property line. In addition, the required setback shall increase as building height increases. The building shall be set back at least one additional foot for each one foot (1') of building height over twenty feet (20'). **Lawn shall not exceed 20% of the total landscaped area, outside of active recreation areas.**

10-11-C: Commercial Sales Zone (C-S)

10-11C-15: OTHER REQUIREMENTS

- C. Landscaping: Each building or project in the C-S zone shall be landscaped, subject to the following:
 1. Required front yard areas and required side yard areas adjacent to a public street, except those portions devoted to driveways, shall be reasonably landscaped with plants, shrubs, trees, grass and similar landscaping materials, including a minimum of fifteen (15) 1 ½-inch caliper trees per acre, and with all shrubs having a minimum five (5) gallon size.
 2. **Lawn shall not be less than 8 feet wide at its narrowest point.**
 3. **Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.**
 4. **In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.**
 5. All landscaped areas shall have sprinkling or irrigation systems.
 6. All parking areas shall be screened from public streets by a landscaped berm, decorative screening wall, planted hedge or other reasonable methods.
 7. The use of landscaping materials with strong visual impact shall be emphasized, including the use of bedding areas with perennial shrubs where appropriate, clustering of trees and large sized plants.
 8. Parking areas shall be landscaped where possible around the periphery and at the ends of parking rows in accordance with the landscaping plan approved as part of the project plan approval procedure.
 9. Landscaping is to be installed (or bonded for, if occupancy is in a nonplanting season) prior to issuance of certificate of occupancy.

10-11-D: Commercial Sales-2 Zone (CS-2)

10-11D-15: OTHER REQUIREMENTS:

- C. Landscaping: Each building or project in the CS-2 zone shall be landscaped, subject to the following:
 1. Required front yard areas and required side yard areas adjacent to a public street, except those portions devoted to driveways, shall be reasonably landscaped with plants, shrubs, trees, grass and similar landscaping materials, including a minimum of fifteen (15) 1 ½-inch caliper trees per acre, and with all shrubs having a minimum five (5) gallon size.
 2. **Lawn shall not be less than 8 feet wide at its narrowest point.**

3. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
4. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.
5. All landscaped areas shall have sprinkling or irrigation systems.
6. All parking areas shall be screened from public streets by a landscaped berm, decorative screening wall, planted hedge or other reasonable methods.
7. The use of landscaping materials with strong visual impact shall be emphasized, including the use of bedding areas with perennial shrubs where appropriate, clustering of trees and large sized plants.
8. Parking areas shall be landscaped, where possible, around the periphery and at the ends of parking rows in accordance with the landscaping plan approved as part of the project plan approval procedure.
9. Landscaping is to be installed (or bonded for, if occupancy is in a nonplanting season) prior to issuance of certificate of occupancy.
10. Small residential lots, which have no back yards, in which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement, are exempt from the 8 feet minimum width lawn area requirement and maximum of 20% of the total landscaped area, outside of active recreation areas.

10-11D-16: MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENT REQUIREMENTS:

F. Setbacks:

1. Mixed use and multi-family residential uses: The minimum building setback is twenty five feet (25') from rear and side property lines and twenty feet (20') from street frontages. No vehicular parking is allowed in the front setback.
2. Mixed use developments shall have buildings with commercial on the main floor facing the street, with a maximum setback of twenty feet (20') from arterial and collector street frontages. Street setback area shall be developed with a minimum of a ten foot (10') wide sidewalk and shall include trees and other landscaping materials and streetscape amenities. This ten foot (10') setback shall be landscaped according to standards found in subsection 10-11D-16-H of this article.

H. Landscaping:

1. Landscape Plan: A landscape plan which is stamped and signed by a licensed landscape architect is required for all developments. See subsection 10-14-5D4 of this title for plan format requirements.
2. Landscaping Required: The front, side, and rear yards of lots, as well as all areas in a development not approved for parking, buildings, or other hard surfacing shall be landscaped and properly maintained with grass, trees, shrubs, and other plant materials. Landscaping may include theme designed hardscape with landscaping features. The required area shall not be reduced in size where landscaping extends into or is located within any portion of an adjoining, dedicated or reserved public or private street or right of way.

3. Landscape Design: The landscape design shall include a mix of landscape elements, including evergreens.
4. Materials Prohibited: Landscape plants shall not include plastic or other artificial materials.
5. Lawn shall not be less than 8 feet wide at its narrowest point.
6. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
7. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

(No proposed changes to any other remaining requirements in Section 10-11D-16-H: Landscaping)

I. Open Space:

1. Purpose: The purpose of this subsection is to create an interconnected network of open spaces consisting of parks for both active and passive recreational opportunities; unique natural features; off street pathways; and plazas, courtyards and arcades.
2. Standards:
 - a. Multi-family residential developments shall provide a minimum of thirty percent (30%) of the net developable site area for open space. At least seventy five percent (75%) of that open space must be usable, contiguous, open space, available for recreational uses not located within required buffer areas. Open space may include parks, walkways, natural areas, landscaped areas and usable wetland areas. Open space may not include leftover space between buildings, or narrow space under ten feet (10') in width that is immediately adjacent to buildings, where the space is between the building and parking areas, drive aisles or inner development roads. Lawn space shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
 - b. Public utility and similar easements may not be counted toward meeting the open space requirement, unless such land is usable as a trail or other similar purpose and approved by the planning commission.
 - c. The creation of usable open spaces adjacent to buildings is encouraged. Adjacent property owners are encouraged to engage in joint development of public spaces.
 - d. The responsibility for the maintenance of all open spaces shall be specified by the developer before approval of a conditional use permit.

10-11-E: Downtown Village Zone (DV)

Downtown Village - Commercial

10-11E-2-14: OTHER REQUIREMENTS

- C. Landscaping: A landscape plan which is stamped and signed by a licensed landscape architect is required for all developments. In addition, the following landscaping provisions shall apply in the Downtown Commercial Subdistrict:
 1. Open Areas Or Courts: Any open areas or courts located on the property, except those portions devoted to driveways, walkways, buildings, hardscape, open space amenities,

and parking, shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials. Landscaping materials shall be in character with and shall complement the landscaping accomplished in the adjacent public rights-of-way. Landscaping islands are encouraged along all interior streets. They shall be designed, maintained and located to allow a reduced speed, and safe traffic flow.

2. Lawn shall not be less than 8 feet wide at its narrowest point.
3. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
4. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.
5. Parking Areas: Interior parking lot landscaping shall be required for any parking lot with ten (10) or more spaces, including the following standards:
 - a. Landscaped parking islands are to be as evenly spaced as feasible throughout the lot with a maximum spacing of one parking island per every ten (10) parking spaces with a shade tree, and other landscape materials as defined in this article.
 - b. Landscape planters are to be fully landscaped, and shall contain a minimum of fifty (50) square feet, and the planting area shall not be less than five feet (5') wide in any dimension, measured inside the curbs. The only exception to the five foot (5') minimum dimension is at the tip of triangular planters located at the end of rows of angled parking.
 - c. No parking space shall be more than sixty feet (60') from an interior landscaped area.
 - d. Deciduous shade trees, evergreen trees, ground cover and low shrubs are recommended as primary plantings in interior landscaped areas. Deciduous trees are to be clear branched to a height of six feet (6').
6. Installation And Maintenance Required: Landscaping is to be installed (or bonded for if occupancy is in a nonplanting season) prior to issuance of certificate of occupancy (certificate). Installation of required landscaping shall be the responsibility of the property owner.
 - a. All plant materials shall be planted according to industry standards, using acceptable topsoil and automatically controlled permanent irrigation systems.
 - b. All proposed plant material shall be in accord with the American Association of Nurserymen standards in terms of size, character and quality.
 - c. All plant materials required within a landscaped area shall be planted to completion prior to the City's issuance of a certificate of occupancy.
 - d. The Community Development Director may authorize a delay in the completion of planting during the months of October, November, December, January, February and March due to weather conditions, if a cash bond for one hundred twenty five percent (125%) of the cost of installation is provided to the City.
 - e. Maintenance and replacement of required landscaping and screening shall be the responsibility of the property owner.

- f. All plant materials shall be pruned, trimmed, watered and otherwise maintained to create an attractive appearance and a healthy growing condition. No trees shall be severely pruned or topped.
 - g. Dead, diseased, stolen or vandalized plant materials shall be replaced by the next planting season.
 - h. Property owners shall keep landscaped areas free of weeds and trash.
- 7. Xeriscape: Xeriscape landscaping is encouraged to provide more water-wise landscapes within the downtown area.
- 8. Streetscapes: Streetscapes shall be incorporated in sidewalk areas, adjacent to all public streets, within the Downtown Village Zone. At least one streetscape feature shall be installed every thirty (30) linear feet along sidewalks, on both sides of the street, nearest to the curb. Acceptable streetscape features include, but are not limited to the following: trees, planters, benches, drinking fountains, decorative garbage canisters, outdoor clocks, and water features. Street furnishings shall reflect and be consistent with the Pleasant Grove "Turn of the 20th Century" design theme. As part of the overall requirement set forth above, trees shall be planted in a straight line with at least one tree every sixty feet (60') on center, within the sidewalk.
- 9. Trees: Both deciduous trees at least two inches (2") in caliper, measured six inches (6") above ground level, and evergreen trees, at least seven feet (7') in height, are required one per five hundred (500) square feet of landscaped area.
 - a. A minimum thirty percent (30%) of the total number of required trees shall be evergreens.
- 10. Shrubs: A mixture of evergreen and deciduous shrubs, at least five (5) gallons in size are to be located in planter beds, and on the perimeter of landscaped areas adjacent to permanent structures, and plazas.
- 11. Minimum Plant Sizes: The following minimum plant sizes shall be used for all areas, except perimeter street trees:

TABLE 1

MINIMUM PLANT SIZE ^{1,2}	
Landscape Element (Plants)	Minimum Size At Planting
Shade tree	2 inch caliper, balled and burlapped
Ornamental tree	2 inch caliper, balled and burlapped
Evergreen tree	7 feet in height, balled and burlapped
Shrub	5 gallon container
Perennial or ornamental grass or ground cover	10 square foot area

Notes:

- 1. All calipers are measured 6 inches above the finish planting grade.
- 2. Root barriers shall be installed for all new trees planted adjacent to existing or proposed sidewalks and paving.

12. Included Plants: Appropriate plants include, but are not limited to:
 - a. Deciduous trees, including: maple, oak, birch, beech, linden, honey locust, flowering pear, ash and ginkgo.
 - b. Deciduous shrubs (shrublike trees), including: dogwood, redbud, flowering crab, hawthorn, magnolia and fruit (pear, cherry, plum, peach).
 - c. Shrubs, including: honeysuckle, lilac, cotoneaster, forsythia, euonymus, hydrangea, privet and sumac.
 - d. Evergreens, including: pine, fir, spruce, hemlock, juniper, and arborvitae.
13. Screening: A mixture of deciduous and evergreen trees are to be planted along property lines shared between commercial/retail or office, and a residential use or zone. If the commercial or mixed development is adjacent to a residential use, screening is only required when the commercial portion of the building is over two thousand (2,000) square feet in area for proper softening between uses.
14. Small residential lots, which have no back yards, in which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement, are exempt from the 8 feet minimum width lawn area requirement and maximum of 35% lawn requirement.

Downtown Village – Transitional

10-11E-3-12: OTHER REQUIREMENTS

- C. Landscaping: The following landscaping provisions shall apply in the Downtown Transitional Subdistrict:
 1. Open Areas Or Courts: Any open areas or courts located on the property, except those portions devoted to driveways, walkways, buildings, hardscape, open space amenities, and parking, shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials. This landscaping shall be planned and accomplished in accordance with an approved project plan as required by section 10-11E-3-11 of this article. Landscaping materials shall be in character with and shall complement the landscaping accomplished in the adjacent public rights-of-way.
 2. Lawn shall not be less than 8 feet wide at its narrowest point.
 3. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
 4. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.
 5. Parking Areas: Parking areas shall be landscaped where possible, around the periphery and at the end of parking rows in accordance with landscaping plans approved as part of the site plan approval under section 10-11E-3-11 of this article. Please refer to subsection 10-18-2V of this title for additional landscaping requirements for parking areas.
 6. Landscaping To Be Installed: Landscaping is to be installed (or bonded for if occupancy is in a non-planting season) prior to issuance of certificate of occupancy.
 7. Xeriscape: Xeriscape landscaping is encouraged to provide more water-wise landscapes within the downtown area.

8. Trees: Both deciduous trees at least two inches (2") in caliper, measured six inches (6") above ground level, and evergreen trees, at least seven feet (7') in height, are required one per five hundred (500) square feet of landscaped area.
9. Shrubs: A mixture of evergreen and deciduous shrubs, at least five (5) gallons in size are to be located in planter beds, and on the perimeter of landscaped areas adjacent to permanent structures.
10. Screening: A mixture of deciduous and evergreen trees are to be planted along property lines shared between office or mixed developments, and a residential use or zone, for proper screening and softening between uses.
11. Small residential lots, which have no back yards, in which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement, are exempt from the 8 feet minimum width lawn area requirement and maximum of 35% lawn requirement.

10-11-F: General Commercial Zone (CG)

10-11F-15: OTHER REQUIREMENTS

- C. Landscaping: Each building or project in the C-G zone shall be landscaped, which shall be approved by the planning commission, subject to the following:
 1. Required front yard areas and required side yard areas adjacent to a public street, except those portions devoted to driveways, shall be reasonably landscaped with plants, shrubs, trees, grass and similar landscaping materials, including a minimum of fifteen (15) 11/2-inch caliper trees per acre, and with all shrubs having a minimum five (5) gallon size.
 2. Lawn shall not be less than 8 feet wide at its narrowest point.
 3. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
 4. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.
 5. All landscaped areas shall have sprinkling or irrigation systems.
 6. All parking areas shall be screened from public streets by a landscaped berm, decorative screening wall, planted hedge or other reasonable methods.
 7. The use of landscaping materials with strong visual impact shall be emphasized, including the use of bedding areas with perennial shrubs where appropriate, clustering of trees and large sized plants.
 8. Parking areas shall be landscaped, where possible, around the periphery and at the ends of parking rows in accordance with the landscaping plan approved as part of the project plan approval procedure.
 9. Landscaping is to be installed (or bonded for if occupancy occurs in a nonplanting season) prior to issuance of certificate of occupancy.

10-12-A: Business Manufacturing Park Zone (BMP)

10-12A-8: OTHER REQUIREMENTS:

- A. Signs: All signs erected in the BMP Zone shall be in conformance with the sign provisions of chapter 19 of this title.
- B. Landscaping And Screening: The following landscaping provisions shall apply in the BMP Zone:
 - 1. Plan Conformance: All landscaping shall be installed and maintained in conformance with a landscape plan which has been approved by the Planning Commission. The following minimum standards have been established to ensure quality and consistent development throughout the park.
 - 2. Plan Submission: At the time of rezoning and preliminary project plan approval, an overall landscaping plan shall be submitted showing typical landscaping (including type, size, number and location of plant material) for the following areas: park entrances, perimeter buffers, open space easements and common areas, and streetscape landscaping. Detailed landscape plans for individual lots shall be submitted at the time of project plan approval for individual buildings. Landscape improvements for common open space features shall be developed at each phase of the project.
 - 3. Lawn shall not be less than 8 feet wide at its narrowest point.
 - 4. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
 - 5. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

(No proposed changes to any other remaining requirements in Section 10-12A-8-B: Landscaping And Screening)

10-12-B: Manufacturing Distribution Zone (MD)

10-12B-14: OTHER REQUIREMENTS:

- A. Signs: All signs erected in the MD zone shall be in conformance with the sign provisions of chapter 19 of this title.
- B. Uses Within Buildings: All uses established in the MD zone shall be conducted entirely within fully enclosed buildings, except those uses deemed by the planning commission to be customarily and appropriately allowed in the zone by a conditional use permit with appropriate screening.
- C. Landscaping; Visual Quality: The following provisions shall apply in the MD zone:
 - 1. The front yard areas and side yard areas adjacent to a public street, except those portions devoted to driveways and parking permitted by the provisions of this title, shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar landscaping materials.
 - 2. Lawn shall not be less than 8 feet wide at its narrowest point.
 - 3. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
 - 4. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

(No proposed changes to any other remaining requirements in Section 10-12B-14-C: Landscaping; Visual Quality)

10-13-A: Transit Overlay Zone (T)

10-13A-17: OTHER REQUIREMENTS

B. Landscaping: The following landscaping provisions shall apply in the transit overlay:

1. All open areas between the front property line and the rear line of the main buildings, except driveways, parking areas, walkways, utility areas, improved decks, patios, porches, etc., shall be maintained with suitable landscaping of plants, shrubs, trees, grass and similar natural landscaping materials. At least forty percent (40%) of the required front yard shall be devoted to landscaping.
2. Lawn shall not be less than 8 feet wide at its narrowest point.
3. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.
4. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.
5. For all new lots, the planting of a tree may be required in the parking area (utility strip) of the street in front of said lot or lots at an interval of thirty five feet (35').
6. Notwithstanding any other requirements, forty percent (40%) of the land area of any development within the transit overlay shall be devoted to landscaping when the height of the structure is more than two (2) stories. A building that is two (2) stories or less may reduce the total landscaping area to twenty five percent (25%). Of landscaped area provided, a maximum of thirty percent (30%) of the total required landscape area may be developed as hardscape, which may include interior decorative walkways, play areas, improved pads for barbecues, picnic areas, sports facilities, pools, or other functional recreational amenities. Hardscape areas cannot exceed thirty percent (30%) of the required landscaped area. Of the required landscaping, a portion shall be dedicated to providing a functional recreational open space area.
7. Initial landscaping shall include at least one tree per two (2) units and two (2) shrubs per unit.
8. In required landscaped areas, all trees shall have a minimum one and one-half inch (1 1/2") caliper trunk and all shrubs shall be a minimum five (5) gallon size.
9. All landscaped areas shall have sprinklers or irrigation systems as approved by the planning commission.
10. Commercial landscaping shall be of a comparable quality and shall be determined by the planning commission at the concept plan approval.
11. All required landscaping shall be in place before occupancy permits are issued or, if occupancy takes place in a nongrowing season, within twelve (12) months of date of occupancy permit (certificate). An agreement will be made between the applicant and the community development director to assure this requirement.
12. Small residential lots, which have no back yards, in which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement, are exempt from the 8 feet minimum width lawn area requirement and maximum of 35% lawn requirement.

10-13-D: Rural Commercial Overlay Zone (RCO)

10-13D-5: LANDSCAPE BUFFER REQUIREMENTS:

- A. Landscaped Yard: Where a lot in the rural commercial overlay zone abuts a lot in any residential zone, there shall be provided a landscaped yard of at least ten feet (10') in width along such property line. Parking lots shall have a landscaped area of at least ten feet (10'), which shall have a minimum two foot (2') berm with other landscape screening (shrubbery, large plants and trees) where adjacent to a public street. (Ord. 2011-1, 3-29-2011; amd. Ord. 2016-2, 1-5-2016)
1. Lawn shall not be less than 8 feet wide at its narrowest point.
 2. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.

10-13-F: Indoor Storage Overlay Zone

10-13F-5: LANDSCAPE BUFFER REQUIREMENTS:

- A. Landscaped Yard: Where a lot in the rural commercial overlay zone abuts a lot in any residential zone, there shall be provided a landscaped yard of at least ten feet (10') in width along such property line. (Ord. 2016-6, 3-29-2016)
1. Lawn shall not be less than 8 feet wide at its narrowest point.
 2. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade.

10-14: The Grove Zone

10-14-15: LANDSCAPE REQUIREMENTS:

- A. Landscape Plan Required: A landscape plan which is stamped and signed by a licensed landscape architect is required for all developments. See subsection 10-14-5D4 of this chapter.
- B. Landscaping Required: The front, side, and rear yards of lots, as well as all areas in a development not approved for parking, buildings, or other hard surfacing, in all subdistricts of the grove zone, shall be landscaped and properly maintained with grass, trees, shrubs, and other plant materials. Landscaping may include theme designed hardscape with landscaping features. The required area shall not be reduced in size where landscaping extends into or is located within any portion of an adjoining, dedicated or reserved public or private street or right of way.
1. Lawn shall not be less than 8 feet wide at its narrowest point.
 2. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% or 4:1 grade. The total landscaped area consists of improved areas of the property that incorporate all the completed features of the landscape. Landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.
 3. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or

phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phases of this Ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

SECTION 4. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 15th day of August, 2023.

Cyd LeMone, Mayor Pro-Tem

(SEAL)

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____
Second: Council Member _____

ROLL CALL	Yes	No	Absent
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

CERTIFICATE OF POSTING ORDINANCE
Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. _____ was posted on the State (<http://pmn.utah.gov>) website on this ____ day of _____, 2023.

Dated this _____ day of _____, 2023.

Kathy T. Kresser, MMC, City Recorder

WHEN RECORDED RETURN TO:

Pleasant Grove City
Kathy Kresser
70 South 100 East
Pleasant Grove, Utah 84062

ORDINANCE NO. 2023-8

PUBLIC HEARING TO CONSIDER FOR ADOPTION AN ORDINANCE TO ADJUST THE COMMON BOUNDARY BETWEEN PLEASANT GROVE CITY AND AMERICAN FORK CITY. THE PROPOSED AREA TO BE ADJUSTED IS OWNED BY BRUCE C. BLACK AND MONICA R. BLACK OR THEIR SUCCESSORS AS TRUSTEES OF THE BLACK FAMILY TRUST DATED APRIL 21, 2021. PARCEL NUMBER: 14-018-0087; LOCATED AT APPROXIMATELY 1600 W 2000 N PLEASANT GROVE, UTAH (1485 E 300 N, AMERICAN FORK, UT) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 10-2-419, Utah Code Annotated, 1953, as amended, establishes a procedure and criteria for the adjustment of the common boundary between adjacent municipalities; and

WHEREAS, Pleasant Grove City and American Fork City have each received requests from the owners, Bruce C. Black and Monica R. Black or Their Successors as Trustees of the Black Family Trust Dated April 21, 2021. Parcel Number: 14-018-0087; located at approximately 1600 W 2000 N Pleasant Grove, Utah which is situated contiguous to the common boundary between the municipalities requesting that the owner's property be transferred from the municipal jurisdiction of American Fork City and into Pleasant Grove City; and

WHEREAS, the boundary adjustment is being requested by the owners of the property because the subject parcel was purchased to combine with their parcel that already lies within the municipal boundary of Pleasant Grove; and

WHEREAS, the Pleasant Grove City Council approved Resolution 2022-064 on December 6, 2022 stating its intent to adjust the said common boundaries; and

WHEREAS, the Pleasant Grove City Council held a public hearing on August 15, 2023 to consider approving said boundary adjustment and to receive public comment; and

WHEREAS, said petition appears to comply with requirements of Section 10-2-402 and Section 10-2-403, Utah Code Annotated, 1953 as amended.

NOW, THEREFORE, pursuant to Section 10-2-407, Utah Code, the City Council of Pleasant Grove City, Utah, hereby adopts and passes the following:

BE IT ORDAINED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH AS FOLLOWS:

SECTION 1.

The City Council of Pleasant Grove City, in accordance with the terms of Utah State Law relating to boundary adjustments found in Utah Code Annotated § 10-2-419, hereby joins American Fork City in requesting that the following Parcel14-018-0087 be transferred into Pleasant Grove City.

SECTION 2.

The City Council of Pleasant Grove hereby indicates its desire and intent to adjust the common boundary with American Fork City, as described in Exhibit “A” which is attached hereto and incorporated herein by reference.

SECTION 3. SEVERABILITY.

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect upon its passage and shall be posted or published as required by law.

PASSED AND APPROVED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 15th day of August, 2023

PLEASANT GROVE CITY CORPORATION

Cyd LeMone, Mayor Pro-Tem

ATTEST:

Kathy T. Kresser, MMC
City Recorder

(S E A L)

Exhibit A

BOUNDARY ADJUSTMENT DESCRIPTIONS

Legal Description: COM S 2502.34 FT & E 9.71 FT FR N 1/4 COR. SEC. 18, T5S, R2E, SLB&M.; N 89 DEG 36' 20" W 167.86 FT; S 0 DEG 20' 47" W 674.15 FT; S 89 DEG 7' 51" E 7.59 FT; N 503.54 FT; E 165 FT; N 0 DEG 13' 21" W 169.56 FT TO BEG. AREA 0.729 AC

Motion: Council Member _____

Second: Council Member _____

ROLL CALL	Yea	Nay	Abstain
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

CERTIFICATE OF POSTING ORDINANCE Pleasant Grove City Corporation

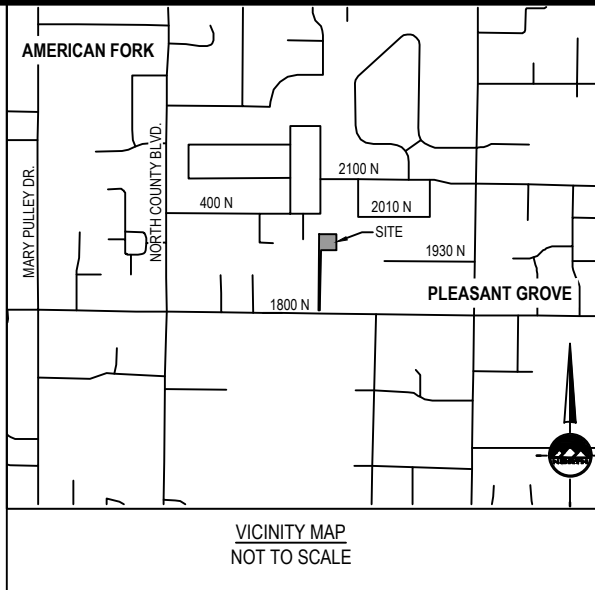
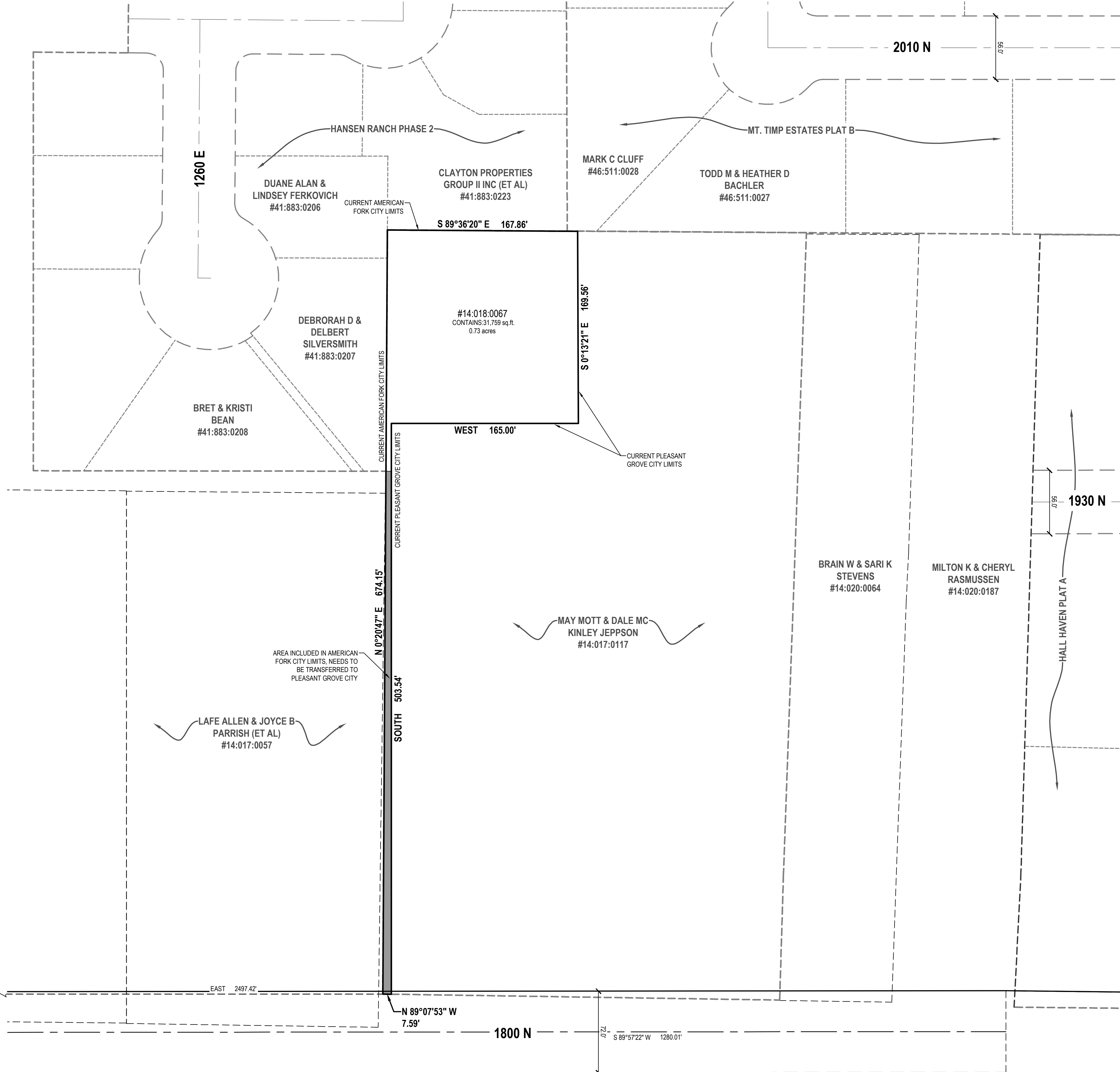
I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. 2023-17 was posted on the State (<http://pmn.utah.gov>) website on this 15th day of August, 2023.

Dated this _____ day of _____, 2023.

Kathy T. Kresser, MMC, City Recorder

PLEASANT GROVE #14:018:0067 ANNEXATION

LOCATED IN THE WEST HALF
OF SECTION 18,
TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN,
PLEASANT GROVE CITY, UTAH COUNTY, UTAH



LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
- PU&DE
- PU&DE: PUBLIC UTILITY & DRAINAGE EASEMENT
- PROPERTY LINE
- SECTION LINE
- ROAD CENTER LINE
- EASEMENT LINE

SURVEYOR'S CERTIFICATE

I, DUSTY BISHOP, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 4938720 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as PLEASANT GROVE LOT 9 SUBDIVISION ANNEXATION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-quirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Annexation Parcel

A parcel of land, situate in Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located South 0°25'04" East 483.58 feet along the Section line and East 2497.42 feet from the found 3" brass Utah County Surveyor monument, dated 1981, at the West Quarter Corner of Section 18, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running:

thence North 0°20'47" East 674.15 feet to and along the east boundary of the "Hansen Ranch Phase 2" subdivision, as recorded February 5, 2018, under Entry no. 11185-2018, and Map no. 15902, in the Utah County Recorder's office, to a corner thereof;
thence South 89°36'20" East 167.86 feet along the south line of said subdivision, to and along the south line of the "Mt. Timp Estates Plat B" subdivision, as recorded January 29, 1999, under Entry no. 11022, and Map no. 7890, in the Utah County Recorder's office;
thence South 0°13'21" East 169.56 feet;
thence West 165.00 feet;
thence South 503.54 feet;
thence North 89°07'52" West 7.59 feet, to the Point of Beginning.

Parcel contains: 31,759 square feet, or 0.73 acres.

Date

Dusty L. Bishop
License no. 4938720

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS CERTIFY THAT WE THE UNDERSIGNED PLEASANT GROVE CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO PLEASANT GROVE CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS KNOWN AS A PART OF SAID CITY AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREafter AS "PLEASANT GROVE LOT 9 ANNEXATION PLAT"

THIS _____ DAY OF _____, A.D. 20____, _____, COUNCIL MEMBER
_____, COUNCIL MEMBER
_____, COUNCIL MEMBER
_____, COUNCIL MEMBER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH JS.S.
County of _____
On the UTAH day of _____, A.D., 20____,
By: OWNER
TITLE: _____
personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that: He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.
MY COMMISSION EXPIRES: _____
By: _____, RESIDING IN _____ COUNTY.
_____, NOTARY PUBLIC

COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE UTAH COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AS AMENDED

COUNTY SURVEYOR _____ DATE _____

SEAL

SHEET

PROJECT NUMBER : 12316
MANAGER : K. CHAPPELL
DRAWN BY : D. SCHAU/GAARD
CHECKED BY : D. BISHOP
DATE : 03/13/2023



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSGNENG.COM

LAYTON
Phone 801.547.1100
TOOELE
Phone: 435.843.3090
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983

PLEASANT GROVE #14:018:0067
ANNEXATION

LOCATED IN SECTION 18, TOWNSHIP 5 SOUTH,
RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
PLEASANT GROVE, UTAH COUNTY, UTAH

RESOLUTION NO. 2023-040

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A DONATION AGREEMENT WITH GREG AND JULIE COOK AND THE COOK FAMILY IRREVOCABLE TRUST FOR FIVE MILLION DOLLARS TO BE USED FOR THE DEVELOPMENT OF A PARK LOCATED APPROXIMATELY 600 WEST AND 600 NORTH, PLEASANT GROVE, UTAH COUNTY, UTAH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City has planned to develop a park and open space on property it owns located at approximately 600 West and 600 North in Pleasant Grove, Utah; and

WHEREAS, the Donors, have generously offered to donate Five Million dollars (\$5,000,000.00) to the project; and

WHEREAS, City has issued bonds to cover the cost of the Project including the funding covered by the Cook donation; and

WHEREAS, Donors have requested that the donation be split into annual contributions over the life of the bonds; and

WHEREAS, the bonds have been issued and debt service calculations can be determined; and

WHEREAS, the Parties have held discussions regarding the terms of the donation and the design of the proposed Park Project; and

WHEREAS, the City Council has been advised of the proposed terms of the Donation Agreement and is in agreement with the proposed terms.

NOW, THEREFORE, BE IT RESOLVED by the Pleasant Grove City Council, Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor is authorized to enter into and sign a Donation Agreement for Park Development with Greg and Julie Cook and the Cook Irrevocable Trust which is attached hereto and incorporated herein as Exhibit "A."

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH this, 15th day of August, 2023

Cyd LeMone, Mayor Pro-Tem

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

AGREEMENT REGARDING DONATION FOR PARK DEVELOPMENT

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the City of Pleasant Grove, a municipal corporation of the State of Utah (the “City”), having its address at 70 South 100 East, Pleasant Grove, Utah, and Greg and Julie Cook, (the “Cooks”) collectively “the Donors” whose address is: 1138 West 2480 North, Pleasant Grove, Utah, 84062. Collectively the “Parties” and each individually are a “Party.”

PURPOSE

The purpose of this AGREEMENT is to memorialize the Parties intention to cooperatively work together to develop a Park Project containing a splash pad and play ground and other amenities yet to be determined and the terms of a funding donation from the Cooks for the Project.

RECITALS

WHEREAS, City has planned to develop a park and open space on property it owns located at approximately 600 West and 600 North in Pleasant Grove, Utah; and

WHEREAS, the Donors, have generously offered to donate Five Million dollars (\$5,000,000.00) to the project; and

WHEREAS, City has issued bonds to cover the cost of the Project including the funding covered by the Cook donation; and

WHEREAS, Donors have requested that the donation be split into annual contributions over the life of the bonds; and

WHEREAS, the bonds have been issued and debt service calculations can be determined;

WHEREAS, the Parties have held discussions regarding the terms of the donation and the design of the proposed Park Project; and

WHEREAS the Parties desire to set forth the terms of their Agreement in this document.

NOW Therefore, the Parties Agree as follows:

Section 1. The Cooks and/or the Foundation as Donors will:

- a. Donate Five Million Dollars (\$5,000,000.00) (the “Donation”) to City for the purpose of constructing portions of the overall Park facility. Donors wish to fund the splash pad and playground portions of the Project.
- b. Donors desire to pay the Donation over the lifetime of the bonds in annual installments.
- c. Donors agree to pay the principal and interest charges on the five (5) million-dollar base donation.
- d. Donors agree to pay annual payments of THREE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS (\$326,871.00)
- e. The first annual payment is due November 15, 2023.

- f. Donors may pay off the balance of their Donation at any time. In the event Donors choose to exercise the option to pay the Donation amount earlier than the refinance or expiration of the bonds, said payment will include any remaining principal amount and any accrued interest up to the date of payment.
- g. Donors agree to take whatever actions are necessary to ensure that the annual payments are made over the life of the bonds.
- h. Donors agree to take whatever actions are necessary to ensure that the donation obligation is binding upon their heirs, assigns, and successors and provide documentation to City of the provisions within six (6) months of the execution of this Agreement.
- i. Greg Cook as donor, will receive twenty-five cemetery plots. Said plots to be determined and transferred within 45 days of the cemetery expansion being completed.

Section 2. City will:

- a. Be responsible for obtaining and issuing the full bond amount to fund the Park Project as defined herein.
- b. Be responsible to use the Donation for the specific use(s) as designated by the Donors.
- c. Be responsible for ongoing maintenance of the Playground and Splashpad.
- d. Provide prominent signage acknowledging the Cook Family's donation for the park.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date and year first above written and by so executing, represent and warrant they have the authority to do so.

PLEASANT GROVE CITY ("City")

Cyd LeMone
Mayor Pro-Tem

DONORS:

GREG COOK

An individual

JULIE COOK

An individual
The Cook Irrevocable Trust:

Trustee of the Trust: _____
David Larson

RESOLUTION NO. 2023-041

A RESOLUTION OF THE PLEASANT GROVE CITY COUNCIL CONSENTING TO THE REORGANIZATION OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT AS A SPECIAL INDEPENDENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.

RECITALS

A. On September 29, 1976, the County Commission of Utah County (the “Commission”) established a special service district known as the Timpanogos Special Service District (“TSSD”) for the provision of wastewater collection and treatment services in the northern portions of Utah County, including the cities of Alpine, American Fork, Lehi, and Pleasant Grove (the “Original Cities”) and nearby unincorporated areas of Utah County.

B. After the organization of TSSD, large portions of the original unincorporated area of TSSD have been either annexed into the Original Cities or have become incorporated within the boundaries of newly organized municipalities, namely Cedar Hills, Eagle Mountain, Highland, and Saratoga Springs.

C. Some of the communities within the boundaries of TSSD receive only a portion of their wastewater collection and treatment from TSSD; said communities are Draper City (a small portion of the Suncrest development), Eagle Mountain (the portion of the city that lies roughly on the east slope of Lake Mountain) and Vineyard (most of the city’s wastewater needs are provided by TSSD but a portion of its wastewater is conveyed to and treated by Orem City);

D. At the time TSSD was created, the Commission established an Administrative Control Board (the “ACB”) to govern and manage the operations of TSSD.

E. At the present time the ACB is composed of thirteen board members who are appointed as follows:

(1) a total of nine city-appointed members, with one each from Alpine, American Fork, Cedar Hills, Draper (the general manager of the South Valley Sewer District), Eagle Mountain, Highland, Lehi, Pleasant Grove, and Saratoga Springs¹; and

(2) four who are at-large appointees of the Commission.²

F. By resolutions adopted by the County, the authority for the day-to-day and long-range operations of TSSD, has been delegated to the ACB, including without limitation hiring and retention of employees, acquisition of real and personal property, construction of facilities for

¹ The board members from these cities are appointed by the governing body of each city.

² One of the four at-large appointees has generally been an individual to represent Vineyard City.

conveyance and treatment of wastewater, setting of rates for service, financing/bonding authority, etc.³

G. The law of the State of Utah provides a process under which a special service district, which is subject to the governance of and oversight by the County, may be reorganized and become an independent “service district” (see U.C.A. §17D-1-604, the “Reorganization Statute”).

H. The County has advised the City of the County’s determination that it will be in the best interests of the County and in the best interests of the cities for TSSD to become fully independent from the County and to be reorganized as a special district, governed by the provisions of Title 17B of the Utah Code. The ACB agrees with the County’s determination that it is in the best interests of the cities and their residents for TSSD to become fully independent as a service district.

I. In order for TSSD to be reorganized to become a special district, each city within TSSD must consent to the reorganization.

J. The City of Pleasant Grove has determined that it is in the best interests of the City, its residents and property owners that TSSD be reorganized as a fully independent special district as provided by law, and by this resolution the City desires to memorialize and give its consent to the same.

RESOLUTION

NOW, THEREFORE, it is resolved by the City Council of Pleasant Grove City as follows:

1. The Recitals set forth above are incorporated within this Resolution as though fully set forth herein.
2. Pleasant Grove City hereby expressly consents to the reorganization of TSSD as a fully independent special district under Title 17B of the Utah Code, and requests that the Utah County Commission take all such actions as are required to do so.
3. The reorganization of TSSD as a special district under Section 17D-1-604 shall be made under substantially the following terms:
 - a. The name of TSSD will be the Timpanogos Service District (TSD).
 - b. The current boundaries of TDS will remain the same as TSSD.

³ There are areas where the Commission has not delegated authority such as, for example, the authority to levy and collect real property taxes.

c. TSD shall be designated and operated as an “Improvement District” as provided by U.C.A. §17B-2a-401, *et seq.*

d. The services authorized to be provided by TSD, namely wastewater collection and treatment, will remain the same, but may also include reuse of wastewater and other water and resource conservation by the utilization of means allowed by law.

e. The governing board of trustees of TSD shall initially be composed of nine (9) voting members and two (2) *ex-officio* non-voting members as follows:

i. The governing body of each city whose boundaries lie entirely within the boundaries of TSD shall appoint one member of the board of trustees; said cities are to include Alpine, American Fork, Cedar Hills, Highland, Lehi, Pleasant Grove, and Saratoga Springs;

ii. The Commission shall appoint two voting members to the board of trustees, nominated by the governing body of two cities whose boundaries do not lie entirely within the boundaries of TSD, namely Eagle Mountain and Vineyard;

iii. The nine voting members of the board of trustees shall serve for a term of four years, provided however that four members of the initial board, selected by lot, are to be appointed to a two (2) year term so that the term of approximately one-half of the board expires every two (2) years;

iv. There shall be no limitation on the re-appointment of a voting member of the board of trustees;

v. Each voting member of the board of trustees shall meet the registered voter and residence requirements of U.C.A. §17B-1-302(1);

vi. The Commission shall appoint two (2) non-voting *ex-officio* members of the board as follows:

A. The current Director of the Utah County Department of Public Works or a designee from the Utah County Department of Public Works with knowledge and experience in wastewater treatment;

B. Representing the portion of the Suncrest development in Draper City that lies within the boundaries of TSD, an executive of the South Valley Sewer District (“SVSD”) nominated by the SVSD board of trustees; said executive shall be either the SVSD General Manager, its Chief Financial Officer, or the Facility Manager of the Jordan Basin Water Reclamation Facility;

C. There shall be no limitation of time for service on the board by the above-described non-voting *ex-officio* members; the only limitation

being that throughout a term, any such individual shall hold the position with Utah County or SVSD as designated in subsections 1 and 2, above.

4. This Resolution shall take effect immediately upon its passage.

5. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

6. In the event of any conflict between this Resolution and any other enactment of the City, this Resolution shall control.

PASSED AND APPROVED this 15th day of August, 2023.

THE CITY OF PLEASANT GROVE, UTAH

By: _____
Its: Mayor Pro-Tem

ATTEST:

Seal:

Kathy Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

RESOLUTION NO. 2023 – 042

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CEDAR HILLS CITY AND PLEASANT GROVE CITY FOR THE HARVEY BOULEVARD WIDENING PROJECT (4000 NORTH IN PLEASANT GROVE) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, pursuant to Utah Code Ann. § 59-12-1903 (2008) (now Utah Code Ann. § 59-12-2218), Utah County (the “**County**”) adopted Ordinance No. 2008-26 to enact a sales and use tax (“**3rd Quarter Tax**”) of 0.25% upon certain transactions described therein; and

WHEREAS, the County and Cedar Hills desire to facilitate the construction of a trail project known as Harvey Blvd Widening Project (“**Approved Project**”) which consists of widening Harvey Blvd from 4000 West to Canyon Road; and

WHEREAS, said Approved Project is eligible for funding from the 3rd Quarter Tax; and

WHEREAS, the Mountainland Metropolitan Planning Organization (“**MPO**”) Regional Planning Committee determined that the Approved Project should receive a portion of the revenues of the 3rd Quarter Tax not to exceed \$1,565,700 in 2023; and

WHEREAS, the County and Cedar Hills held duly noticed public meetings wherein an Inter-local Cooperation Agreement (the “**County Interlocal Agreement**”) was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies; and

WHEREAS, under the terms of the County Interlocal Agreement, Cedar Hills is required to pay a match or portion of the \$1,565,700 total project cost (the “**Total Project Cost**”) of the Approved Project, amounting to approximately 6.77% of the Total Project Cost; and

WHEREAS, Pleasant Grove will benefit substantially from the Approved Project and desires to participate in the facilitation and cost of the Approved Project; and

WHEREAS, the County Interlocal Agreement requires Cedar Hills and Pleasant Grove to enter into

a separate interlocal cooperation agreement to carry out the project in multiple jurisdictions and to share the cost of constructing the project; and

WHEREAS, in conjunction with the County Interlocal Agreement, Cedar Hills and Pleasant Grove held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor is hereby authorized to sign the Interlocal Cooperation Agreement between Pleasant Grove City and Cedar Hills City for the Harvey Boulevard Widening Project (4000 North in Pleasant Grove) which is attached hereto as Exhibit A.

SECTION 2:

This Resolution shall take effect immediately.

PASSED AND APPROVED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 15th day of August, 2023.

Cyd LeMone, Mayor Pro-Tem

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____

Todd Williams

INTERLOCAL COOPERATION AGREEMENT

between

**CEDAR HILLS CITY and
PLEASANT GROVE CITY**

For A Project Known As

Harvey Boulevard Widening Project

THIS AGREEMENT, made and entered into this ____ day of August 2023, by and between **CEDAR HILLS CITY** (“*Cedar Hills*”), a political subdivision of the State of Utah with offices located at 10246 North Canyon Road, Cedar Hills, Utah 84062, with **PLEASANT GROVE CITY** (“*Pleasant Grove*”), a political subdivision of the State of Utah with offices located 70 South 100 East Pleasant Grove, Utah 84062.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, pursuant to Utah Code Ann. § 59-12-1903 (2008) (now Utah Code Ann. § 59-12-2218), Utah County (the “*County*”) adopted Ordinance No. 2008-26 to enact a sales and use tax (“*3rd Quarter Tax*”) of 0.25% upon certain transactions described therein; and

WHEREAS, the County and Cedar Hills desire to facilitate the construction of a trail project known as Harvey Blvd Widening Project (“*Approved Project*”) which consists of widening Harvey Blvd from 4000 West to Canyon Road; and

WHEREAS, said Approved Project is eligible for funding from the 3rd Quarter Tax; and

WHEREAS, the Mountainland Metropolitan Planning Organization (“*MPO*”) Regional

Planning Committee determined that the Approved Project should receive a portion of the revenues of the 3rd Quarter Tax not to exceed \$1,565,700 in 2023; and

WHEREAS, the County and Cedar Hills held duly noticed public meetings wherein an Inter-local Cooperation Agreement (the “**County Interlocal Agreement**”) was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies; and

WHEREAS, under the terms of the County Interlocal Agreement, Cedar Hills is required to pay a match or portion of the \$1,565,700 total project cost (the “**Total Project Cost**”) of the Approved Project, amounting to approximately 6.77% of the Total Project Cost; and

WHEREAS, Pleasant Grove will benefit substantially from the Approved Project and desires to participate in the facilitation and cost of the Approved Project; and

WHEREAS, the County Interlocal Agreement requires Cedar Hills and Pleasant Grove to enter into a separate interlocal cooperation agreement to carry out the project in multiple jurisdictions and to share the cost of constructing the project; and

WHEREAS, in conjunction with the County Interlocal Agreement, Cedar Hills and Pleasant Grove held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Cedar Hills and the Pleasant Grove hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between Cedar Hills and Pleasant Grove for the purpose of outlining the respective rights and responsibilities of Cedar Hills and Pleasant Grove in the construction and payment of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Cedar Hills Public Works Director shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not

anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Cedar Hills City Recorder shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of Cedar Hills and Pleasant Grove. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 5 years from the execution date.

Section 4. NO SEPARATE LEGAL ENTITY.

Cedar Hills and Pleasant Grove do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 5. TERMS.

- 1) **Total Project Cost** - Both Cedar Hills and Pleasant Grove acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed \$1,565,700 (Total Project Cost) for the direct costs of the Approved Project.
- 2) **Cedar Hills Matching Funds** – Under the County Interlocal Agreement, Cedar Hills is obligated to pay a match or portion of the Total Project Cost, amounting to 6.77% of the Total Project Cost (the “**Cedar Hills Matching Funds**”). As detailed below, Pleasant Grove will be obligated to pay half of the Cedar Hills Matching Funds obligation.
- 3) **Pleasant Grove Matching Funds** – In exchange for the covenants and agreements herein, Pleasant Grove will pay half of Cedar Hills Matching Funds Obligation under the County Interlocal Agreement, which amounts to 3.385% of the Total Project Cost.
- 4) **Cost Overruns** – Under the County Interlocal Agreement, Cedar Hills may request additional funds above the approved Total Project Cost with supporting documentation

demonstrating the need for additional funds. The County may approve up to 10% of the Total Project Cost up to a maximum of \$500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). If no additional funds above the Total Project Cost are awarded to Cedar Hills by the County or the MPO Regional Planning Committee (or another body) and the project still requires additional funds, Cedar Hills and Pleasant Grove will be equally responsible to fund the overrun. Prior to making a request for additional funds, Cedar Hills will provide Pleasant Grove supporting documentation demonstrating the need for additional funds, and Cedar Hills will receive input from Pleasant Grove related to the request for additional funds.

- 5) **Construction Process** - Cedar Hills will manage the construction process pursuant to the County Interlocal Agreement and Cedar Hills' design and construction standards. Pleasant Grove will be notified of any potential changes that affect the scope of the project and will provide input to Cedar Hills related to those potential changes.
- 6) **Right of Way Acquisition** – Pleasant Grove will be solely responsible for acquiring all right-of-ways within in its city boundaries that are necessary for the construction and completion of the Approved Project. Cedar Hills will be solely responsible for acquiring all rights-of-ways within in its city boundaries that are necessary for the construction and completion of the Approved Project. Should additional funds above the Total Project Cost be needed by either Cedar Hills or Pleasant Grove for the acquisition of right-of-ways, Cedar Hills will make a request for additional funds with the County or the MPO Regional Planning Committee, pursuant to the County Interlocal Agreement.
- 7) **Ownership and Maintenance of Portion of Approved Project** – Cedar Hills shall own and be responsible for maintenance, repair, and replacement of the portion of the completed project within its city boundaries. Pleasant Grove shall own and be responsible for the maintenance, repair and replacement of the portion of the completed project within its city boundaries. Any repairs or replacement of portions of the completed project by Pleasant Grove within its boundaries must comply with the Project's design and construction standards.
- 8) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to Pleasant Grove and Cedar Hills. This Agreement is not intended to nor shall it be construed to benefit any third party.

9) **Recitals** - The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of Cedar Hills and Pleasant Grove, and shall remain on file for public inspection during the term of this Agreement.

Section 7. AMENDMENTS.

- 1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.
- 2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this Agreement must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of Cedar Hills. After consulting with Pleasant Grove concerning the changed conditions, Cedar Hills shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, Cedar Hills shall contact Pleasant Grove to review funding options.

Section 8. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Cedar Hills, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that Pleasant Grove or Cedar Hills desires to complete as a package of projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by Pleasant Grove or Cedar Hills. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by Pleasant Grove or Cedar Hills shall

clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. This Agreement shall be referenced in an extra-work agreement as an Exhibit.

Section 9. SEVERABILITY.

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law, which would render any of the terms of this Agreement unenforceable.

Section 10. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 11. INDEMNIFICATION.

Pleasant Grove shall indemnify and hold Cedar Hills harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. Pleasant Grove shall further indemnify and hold Cedar Hills harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Pleasant Grove's part to be performed under the terms of this Agreement, or arising from any act or negligence of Pleasant Grove, or any of Pleasant Grove's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Cedar Hills shall indemnify and hold Pleasant Grove harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. Cedar Hills shall further indemnify and hold Pleasant Grove harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Cedar Hill's part to be performed under the terms of this Agreement, or arising from any act or negligence of Cedar Hills, or any of Cedar Hill's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any

such claim or any action or proceeding brought thereon. Both Pleasant Grove and Cedar Hills agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. Pleasant Grove's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 12. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

PLEASANT GROVE CITY

Authorized and passed on this ____ day of August 2023,

PLEASANT GROVE CITY
UTAH COUNTY, UTAH

Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:

By: _____
City Attorney

CEDAR HILLS CITY

Authorized by Resolution No. _____ ,
this ____ day of August 2023,

CEDAR HILLS CITY
UTAH COUNTY, UTAH

Mayor

ATTEST:

City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

RESOLUTION NO. 2023-043

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH RB&G ENGINEERING, INC. FOR ENGINEERING SERVICES ON A PROJECT BY PROJECT BASIS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City (“City”) is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, RB&G Engineering, Inc., (“Contractor”) is a company organized under the laws of the State; and

WHEREAS, has need of consultant engineering services; and

WHEREAS, Contractor has the knowledge and experience to provide said services; and

WHEREAS, Contractor was selected as the service provider that can provide the requested services in a cost-effective manner; and

WHEREAS, the City finds that Contractor has met the criteria to provide services; and

WHEREAS, the City Council finds it to be in the best interests of the citizens of Pleasant Grove City to engage Contractor, and enter into a Professional Services Contract, to provide said services; and

WHEREAS, the Council finds that the Contract comports with state law and adequately addresses the City’s needs for services at this time; and

WHEREAS, on August 15, 2023 the Municipal Council held a duly noticed public meeting wherein they considered the facts regarding this matter; and

WHEREAS, after considering the Agreement, the Council finds the Agreement attached hereto as Exhibit “A” reasonably furthers the health, safety, and general welfare of the citizens of Pleasant Grove City.

NOW, THEREFORE, be it resolved by the Pleasant Grove City Council as follows:

SECTION I

1. The Mayor of Pleasant Grove City is hereby authorized to sign the “Master Agreement for Professional Services” with RB&G, Inc. for services connected to professional engineering services on a project by project basis.
2. This resolution is effective immediately.

SECTION II

THIS RESOLUTION APPROVED AND ADOPTED this 15TH day of August, 2023
by the City Council of Pleasant Grove City, Utah.

Cyd LeMone, Mayor Pro-Tem

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
RB&G ENGINEERING, INC.

This AGREEMENT, dated _____ is made and entered into between Pleasant Grove City (herein called OWNER) and RB&G ENGINEERING, INC, a Utah Corporation (herein called CONSULTANT). From time-to-time OWNER may request that CONSULTANT provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order and Scope of Services. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, CONSULTANT and OWNER agree as follows:

1. TERM AND AUTHORIZATION TO PROCEED

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 5 years from the Effective Date of the AGREEMENT.
- B. This AGREEMENT may be extended or renewed by the Parties, with or without changes, by written instrument.
- C. Execution of individual Task Orders by OWNER will be authorization for the CONSULTANT to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to provide services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of CONSULTANT's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The CONSULTANT will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professionals or consultants on similar projects of equal complexity.
- B. The relationship of the CONSULTANT to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the CONSULTANT, shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.
- C. This AGREEMENT is not a commitment by Owner to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and CONSULTANT shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be

defined in each Task Order. Hourly rates are updated on May 15 of each calendar year by the CONSULTANT. Updated hourly rates will be used for all task orders. Additionally, CONSULTANT will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.

- B. Invoicing will occur following the last Friday of each month. Payments shall be due within 45 days of receipt of the invoice.
- C. A service charge of 5 percent will be applied to expenses incurred in performance of the PROJECT. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to CONSULTANT.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 45 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The CONSULTANT may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The CONSULTANT accepts no liability for damages or delays that result from its suspension of work due to non-payment. The OWNER may not use information or work product provided by the CONSULTANT until full payment is made including applicable interest.

4. **INSURANCE**

- A. The CONSULTANT will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation

State	Statutory
Employer's Liability	\$ 100,000
 - 2) Comprehensive General Liability

Bodily Injury and Property Damage	\$ 1,000,000
Combined Single Limit	\$ 1,000,000
 - 3) Automobile Liability

Combined Single Limit	\$ 1,000,000
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 - 4) Professional Liability

	\$ 1,000,000
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5. **LIMITATION OF LIABILITY**

- A. The CONSULTANT shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the CONSULTANT, such as government agencies that have review and permit authority.
- B. The OWNER shall defend, indemnify and hold harmless the CONSULTANT, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the CONSULTANT.

- C. The OWNER shall defend, indemnify and hold harmless the CONSULTANT, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the CONSULTANT is not retained to perform construction phase services on the PROJECT.
- D. The CONSULTANT shall indemnify and hold harmless the OWNER, its agents, representatives, consultants and employees for all liability, other than that caused solely by negligent acts, errors, or omissions of the OWNER.
- E. If the negligence or willful misconduct or both CONSULTANT and OWNER (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and OWNER in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such portion.
- F. The CONSULTANT is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of CONSULTANT.
- G. The CONSULTANT, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party.

6. TERMINATION

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. Upon termination, CONSULTANT is entitled to full compensation as computed under this AGREEMENT for the work completed
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

7. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

8. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the CONSULTANT are based on its experience with past projects of similar construction. It is understood that the CONSULTANT

has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The CONSULTANT does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

9. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the CONSULTANT as “instruments of service” are the property of the CONSULTANT. OWNER’s use of the documents and other “instruments of service” on any other project is prohibited and the CONSULTANT accepts no liability for such action.

10. CONSTRUCTION PHASE SERVICES

- A. The CONSULTANT has based its cost to provide construction phase services, on the CONSULTANT its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder’s All Risk Insurance.
- B. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the CONSULTANT; its employees, subcontractors and agents for any and all action resulting from construction activity.
- C. Observations performed by the CONSULTANT or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR’s responsibility to comply with the requirements of any contract documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- D. “Record” documents prepared by the CONSULTANT are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The CONSULTANT does not assume responsibility for the accuracy of the “record” documents.

11. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The CONSULTANT shall comply with the applicable requirements of the Equal Employment Opportunity Laws, Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.450(b), and the Fair Labor Standards Act.

12. HAZARDOUS WASTE

OWNER will indemnify CONSULTANT from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of

hazardous substances or contaminants from the PROJECT. OWNER recognizes that CONSULTANT assumes no risk and/or liability for waste or the waste site.

13. ATTORNEY'S FEES

In the event any action or proceeding is brought by any party against any other party under this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable.

14. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

15. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

16. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

CONSULTANT: S. Robert Johnson, P.E.
RB&G Engineering, Inc.
1435 W 820 N
Provo, Utah 84601

OWNER: Pleasant Grove City

Either party shall have the right to specify in writing another address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT: Attachment A — Standard Task Order Form

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties. All previous, new and relative Task Orders shall adhere to this agreement.

August 2023

Approved by OWNER

DATED this _____ day of _____, 2023

PLEASANT GROVE CITY By:

TITLE

ATTEST:

NAME, CITY RECORDER

Approved by CONSULTANT

DATED this _____ day of _____, 2023

RB&G ENGINEERING, INC. By:

S. Robert Johnson, P.E., Principal

ATTACHMENT "A"

TASK ORDER NO.1
(PROJECT NAME)
TO
(COMPANY NAME)
PROFESSIONAL SERVICES AGREEMENT

OWNER: Pleasant Grove City

Effective Date of Agreement: _____

THIS TASK ORDER NO. 1 TO PROFESSIONAL SERVICES AGREEMENT dated _____
(this "TASK ORDER") is made and entered into as of the _____ day of , 20_____, by and between PLEASNT GROVE CITY (OWNER) and COMPANY NAME, a Utah Corporation (herein called CONSULTANT) who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: **Project Name**_____. The PROJECT SITE is located _____.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit A.
3. FEES. OWNER shall reimburse for services provided under this AGREEMENT on a time and expense basis not to exceed amount in accordance with the Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to CONSULTANT in accordance with the PROFESSIONAL SERVICES AGREEMENT and FEE SCHEDULE, not to exceed \$ _____ as per the SCOPE OF SERVICES and FEE SCHEDULE.
4. PROJECT SCHEDULE. SERVICES associated with this TASK ORDER are anticipated to be completed within **XX** months following approval and execution of this TASK Order dated and signed below.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the PROFESSIONAL SERVICES AGREEMENT.
6. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the PROFESSIONAL SERVICES AGREEMENT.
7. Any additional work needed shall not proceed without a new approved TASK ORDER.
8. TASK ORDER funded with **GL#** _____

OWNER and CONSULTANT have approved and executed this TASK ORDER as of _____.

OWNER:

PUBLIC WORKS DIRECTOR

RESOLUTION NO. 2023-044

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO DECLARE 2-2007 CHEVROLET COLORADO PICKUP TRUCKS, 1 – 2000 CHEVROLET 2500 PICKUP TRUCK, 1 – 2015 HONDA PIONEER SXS500 AND 1 – 2016 HONDA PIONEER SXS500 AS SURPLUS AND DIRECT THAT THEY BE DISPOSED OF ACCORDING TO THE CITY’S POLICY FOR DISPOSING OF SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Public Works Department has 2 - 2007 Chevrolet Colorado Pickup Trucks, 1 – 2000 Chevrolet 2500 Pickup Truck, 1 – 2015 Honda Pioneer SXS500 and 1 – 2016 Honda Pioneer SXS500 that they would like to surplus; and

WHEREAS, the City has established a process for selling or disposing of surplus property with a value of more than \$500.00; and

WHEREAS, the City would like to 2 - 2007 Chevrolet Colorado Pickup Trucks Vin# 1GCDT13E578121303 and 1GCDT13EX78121653, 1 – 2000 Chevrolet 2500 Pickup Truck Vin# 1GCGC24R5YR175376, 1 – 2015 Honda Pioneer SXS500 Vin # 1HFVE0307F4009823 and 1 – 2016 Honda Pioneer SXS500 Vin # 1HFVE0304G4101666 as surplus and direct that they be disposed of according to the City’s policy; and

WHEREAS, the City Council finds that it is in the best interests of the City to divest itself of the item(s) and recoup their fair market value for the citizens by selling said surplus property.

NOW THEREFORE, BE IT RESOLVED by the City Council of Pleasant Grove, Utah as follows:

SECTION 1.

The Mayor hereby declares 2 - 2007 Chevrolet Colorado Pickup Trucks, 1 – 2000 Chevrolet 2500 Pickup Truck, 1 – 2015 Honda Pioneer SXS500 and 1 – 2016 Honda Pioneer SXS500 and directs that they be disposed of according to the City’s policy for disposing of surplus property.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,
this 15th day of August 2023.

Cyd LeMone, Mayor Pro-Tem

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

City Council Staff Report

Aug 15, 2023

Item 10 F&G

COMMERCIAL SUBDIVISION PLAT AND SITE PLAN

REQUEST	1-lot commercial plat called Pleasant Grove Retail Subdivision Plat 'A' and a commercial site plan for an indoor baseball facility	
APPLICANT	Adam Lambert	
ADDRESS	220 South Garden Grove Lane	
ZONE	The Grove – Commercial Sales Subdistrict	
STAFF RECOMMENDATION	Approve the Commercial Subdivision Plat Approve the Commercial Site Plan	
ATTACHMENTS	Property Zoning Map	6
	Property Aerial Map	7
	Final Commercial Subdivision Plat	8
	Site Plan	9
	Landscaping Plan	10
	Elevation Plan and Materials	11

Background

The applicant is requesting approval of an indoor baseball facility. Included in their request is a 1-lot commercial plat called Triple Play Baseball Plat 'A', a conditional use permit to allow indoor baseball, and a site plan for the building itself. The subject property is located at approx. 220 South Garden Grove Lane in The Grove – Commercial Sales Subdistrict. The property is currently vacant and is adjacent to residential uses to the north and west, an office building to the east, and Evermore to the south. The properties to the north are zoned The Grove – Mixed Housing Subdistrict, and the remaining surrounding properties are zoned The Grove – Commercial Sales Subdistrict.

Analysis

Commercial Plat:

The subject property was originally included as a part of Oliver's Place Plat 'A', which was recorded on January 7, 2022. At that time, this property, known as "Parcel A", was "not considered buildable until

the property is re-platted and the 1700 West Right-of-Way is dedicated to the City". With the development of this property, the applicant was required to provide the subdivision and right of way dedication.

The proposed plat occupies a total area of 1.623 acres, or 70,740 square feet. Because this property is in The Grove Commercial Sales Subdistrict, there are no requirements as to the lot area, width, or frontage. The setbacks for this property are 25 feet from the property lines contiguous to a street, except those portions devoted to access and driveway use. There is also a 25-foot building setback from residentially zoned properties. Access to this property will be from Garden Grove Lane.

Conditions for this use include adhering to Section 10-15-29: Transitional Development Standards for Nonresidential Uses Bordering Residential Zones and must meet the standards outlined in Section 10-2-4: Conditional Use Permits.

Section 10-15-29 outlines restrictions on noise levels, lighting, and uses, and requires buffers for certain uses such as parking, loading docks, and trash containers. Additional information regarding how the applicant meets these requirements is detailed in the next section.

Site Plan:

The proposed building is 24,448 square feet in size and 35 feet in height. The building meets the required setbacks: the front setback/landscape buffer is 25 feet and is measured from the top of the back of the curb along Garden Grove Lane. The site plan proposes the building to be set back at 20 feet from the back of the curb. The required landscaped buffer width may be reduced no more than 5 feet by the city council, if the developer has provided enhancements and exceeded the city's standard requirements for architecture, amenities, and landscaping for the overall project area.

Section 10-15-29-D states that any driveway or parking lot consisting of 4 or more spaces is to be screened from the street and from adjoining properties in the residential zone by either a landscaped berm 2 feet high at the crown, a hedge row at least 5 feet high at maturity, or a masonry wall not less than 8 feet high located back of the building line. A 6-foot solid vinyl fence has already been installed along the north property line by the adjacent development, and the applicant is currently proposing to install an 8-foot masonry wall along the west side, unless an agreement is made with that property owner to match the vinyl fence on the north side. Additionally, the proposed trash container is located 25 feet from the residentially zoned property line to the north.

Landscaping requirements within The Grove Zone – Commercial Sales Subdistrict require a mix of landscape elements, including evergreens. At least one tree is required per 1,000 SF of required landscaped areas, and at least 30% of the total number of required trees shall be evergreen. The proposed site plan has 12 trees total, 3 of which are evergreen (~25%). The applicant will add one additional evergreen tree to meet the minimum requirement. Landscaped parking islands are also provided at the edges of each parking area.

Per Section 10-15-29 of the zoning ordinances, noise levels for this property will be restricted to an average of 45 dBA measured at the edges of the property, as to not be a nuisance to neighboring properties. No glare from lighting will affect adjoining properties within a residential zone: according to the provided photometric plan, the average light level along the north property line is 0.25 foot

candles. The zoning requirements restrict the light along this property line to be less than 0.5 foot candles, as the subject property is located in a nonresidential zone.

Open space:

In addition to the required landscaping, each lot within the grove is required to have ten percent of its land dedicated to open space. Open space includes parks, plazas, courtyards, arcades, pedestrian walkways, natural areas and landscaped areas. The applicant provides open space that meets the zoning requirements, at approximately 15% open space for the entire property.

Use and parking:

The parking requirement for an indoor baseball facility is normally 1 parking space for every 4 fixed seats, but since there are few seats within the building, a parking ration of 1 parking space for every 300 square feet of gross floor area will be required. In total, the applicant will be required to have 82 parking spaces within their development. The applicant provides 87 spaces in their parking lot.

Screening, height, and materials:

The proposed building is approximately 35 feet tall at the highest point, and the primary building materials are a mix of brick, fiber cement siding, and stone. As an accent material, the applicant is proposing to use stucco on approximately 41% of each side (max. proposed 48%), which meets the zoning ordinances. The applicant will also be replacing some of the stucco facing Garden Grove Lane with additional windows to look similar to the north and south elevations, and will work with staff regarding the colors used on the building to create a design that would be desired in the zone adjacent to residential.

Design Review Board:

The provided site plan was presented at the Design Review Board meeting on April 24, 2023. The Design Review Board found that the site and building met the requirements for urban design as well as building materials and design.

Because the proposed subdivision plat meets the requirements for subdivisions and for The Grove – Commercial Sales Subdistrict, Planning Staff recommends the Planning Commission approve the proposed plat and forward approval to the City Council for the proposed commercial plat with the following condition:

1. All Final Planning, Engineering, and Fire Department requirements are met.

Planning Staff also recommends the Planning Commission approve the proposed site plan and forward approval to the City Council for the site plan with the following condition:

1. All Final Planning, Engineering, and Fire Department requirements are met.

Recommendation from Planning Commission

Item 1: Subdivision

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on May 25, 2023.

5. Public Hearing: Preliminary Subdivision Plat - Located at approximately 220 South Garden Grove Lane.

(Sam White's Lane Neighborhood)

Public Hearing to Consider the Request of Adam Lambert for a One-Lot Preliminary Subdivision Plat, called Triple Play Baseball Plat "A" on 1.623 acres, approximately located at 220 South Garden Grove Lane in The Grove Zone-Commercial Sales Subdistrict

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Martineau moved that the Planning Commission forward a positive recommendation of APPROVAL for the request of Jeff Strong for a three-lot preliminary flag lot subdivision plat for property located at approximately 585 East 500 North in the R1-8 (Single-Family Residential) Zone; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the condition below:

1. All Final Planning, Engineering, and Fire Department requirements are met, and that any irrigation issues are addressed.

Commissioner Wendy Shirley seconded the motion. The Commissioners unanimously voted "Aye". The motion carried.

Motion by: Commissioner Martineau

Seconded by: Commissioner Shirley

AYE VOTES: Chair Phillips, Patten, Martineau, Fugal, Shirley

Item 2: Site Plan

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on May 25, 2023.

7. ITEM 7 – Public Hearing: Site Plan - Located at approximately 220 South Garden Grove Lane.

(Sam White's Lane Neighborhood)

Public Hearing to Consider the Request of Adam Lambert for a Commercial Site Plan for an Indoor Baseball Facility, located at approximately 220 South Garden Grove Lane in The Grove Zone - Commercial Sales Subdistrict.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Patten moved that the Planning Commission forward a positive recommendation of APPROVAL for the request of Adam Lambert for a Commercial Site Plan for an indoor baseball facility, located at approximately 220 South Garden Grove Lane on property zoned The Grove - Commercial Sales Subdistrict; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the condition below:

1. All Final Planning, Engineering, and Fire Department requirements are met.

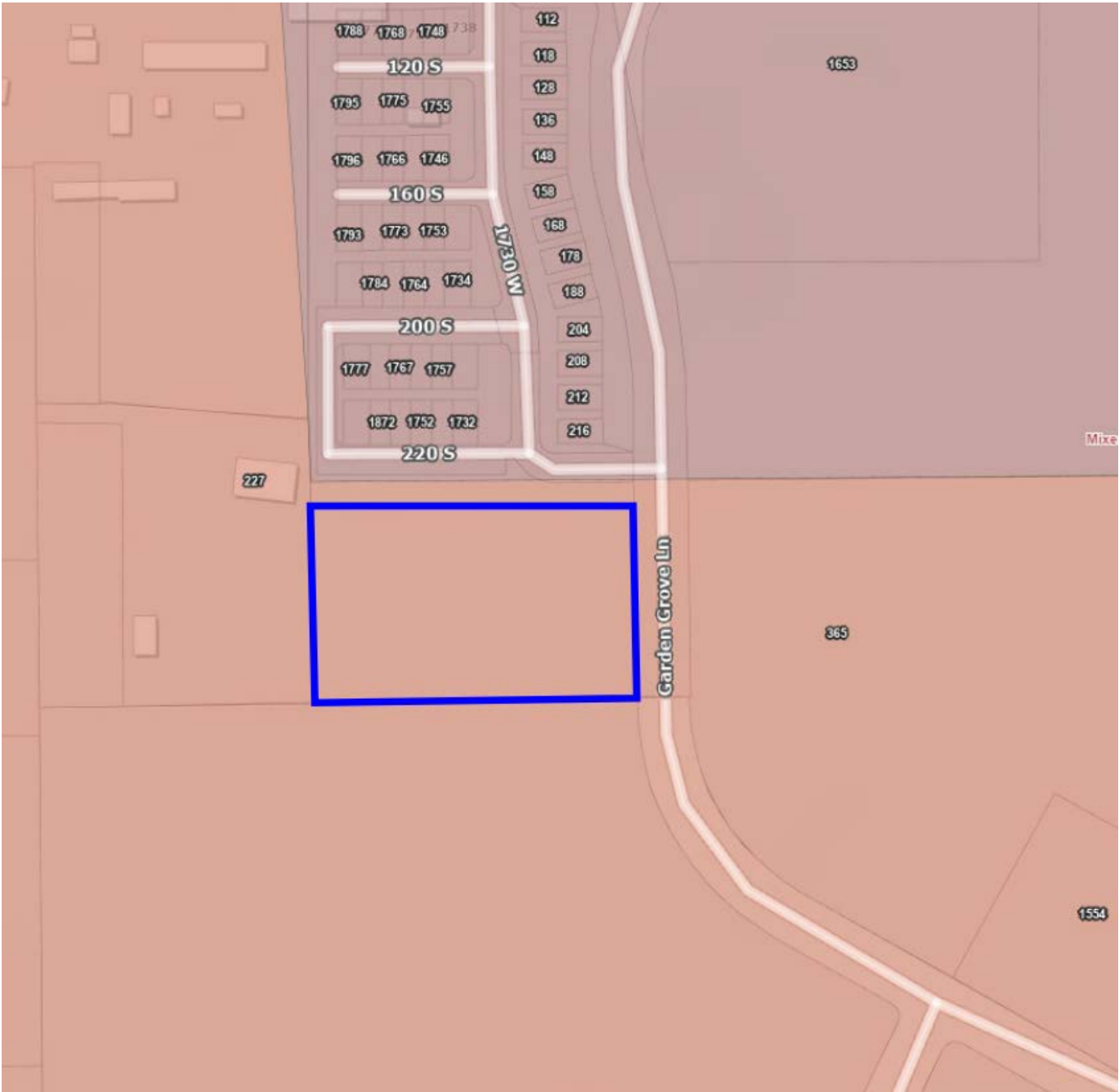
Commissioner Fugal seconded the motion. The Commissioners unanimously voted "Aye". The motion carried.

Motion by: Commissioner Patten

Seconded by: Commissioner Fugal

AYE VOTES: Chair Phillips, Patten, Martineau, Fugal, Shirley

PROPERTY ZONING MAP



465 S 2000 RD
 1001114 PLY HCN JWNRS LLC
 - PLEASANT GROVE
 Value: \$1,002 - 1.82 acres
 Entry# 2407-2022

1001114 PLY HCN JWNRS LLC
 - PLEASANT GROVE
 Value: \$2,771,800 - 3.98 acres
 Entry# 90712-2017

54420-0010
 C URBAN GROVE EQUITIES LLC
 1001114 PLY HCN JWNRS LLC
 Value: \$10,102,000 - 5.83 acres
 Entry# 2024-18-2024 (MORE)

1001114 PLY HCN JWNRS LLC
 1001114 PLY HCN JWNRS LLC
 1001114 PLY HCN JWNRS LLC
 Value: \$12,100,000 - 12.33 acres
 Entry# 2024-18-2024

TRIPLE PLAY BASEBALL PLAT "A"

LOCATED IN THE NORTHWESTQUARTER OF SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MER
PLEASANT GROVE, UTAH COUNTY, UTAH
FEBRUARY 2023

PARCEL INFO:
TAYSIDE FARM HOA
53:667:0065

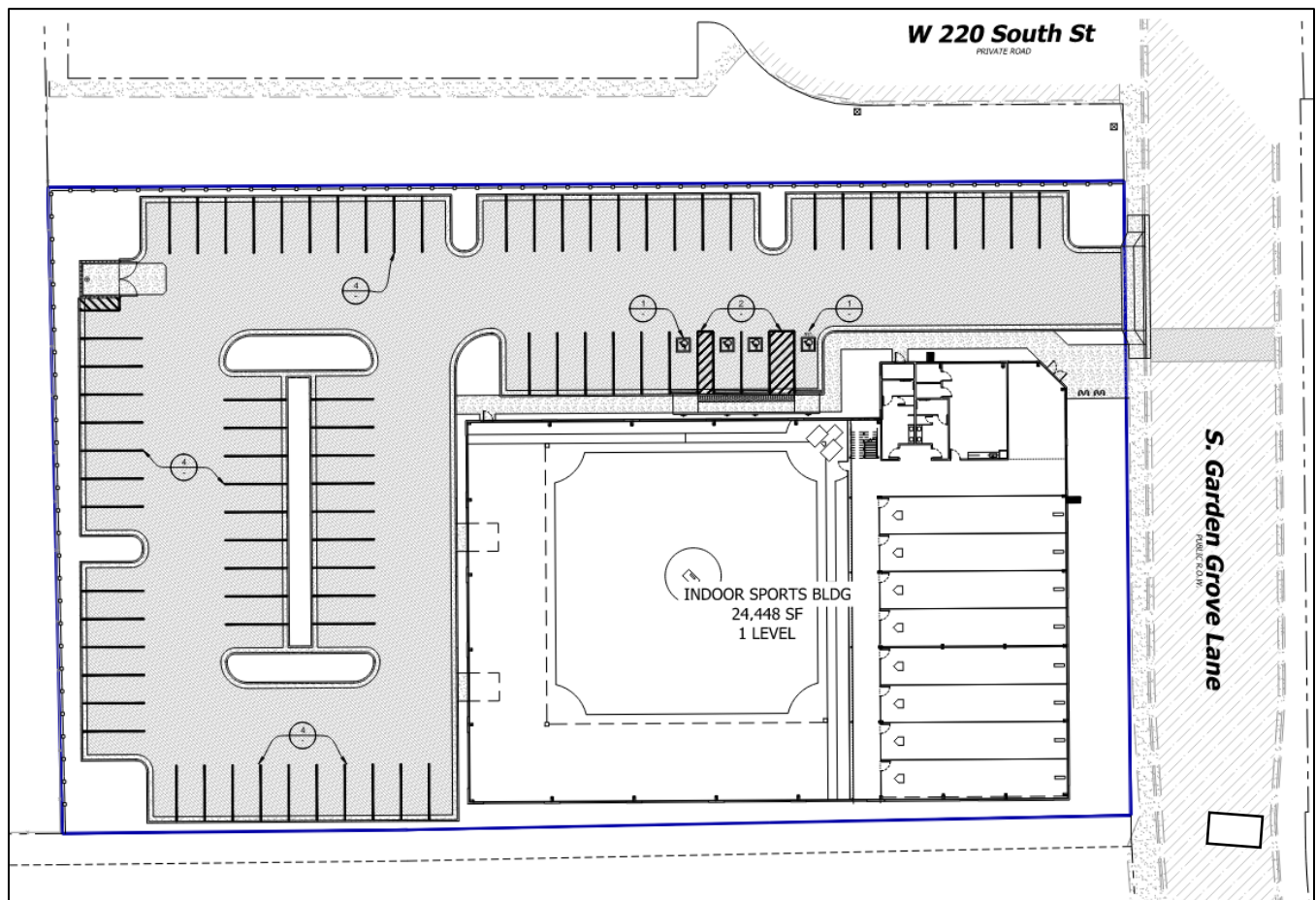
PARCEL INFO:
SCATTERED ACRES LLC (ET AL)
48:556:0003
1.623 ACRES

LOT 1

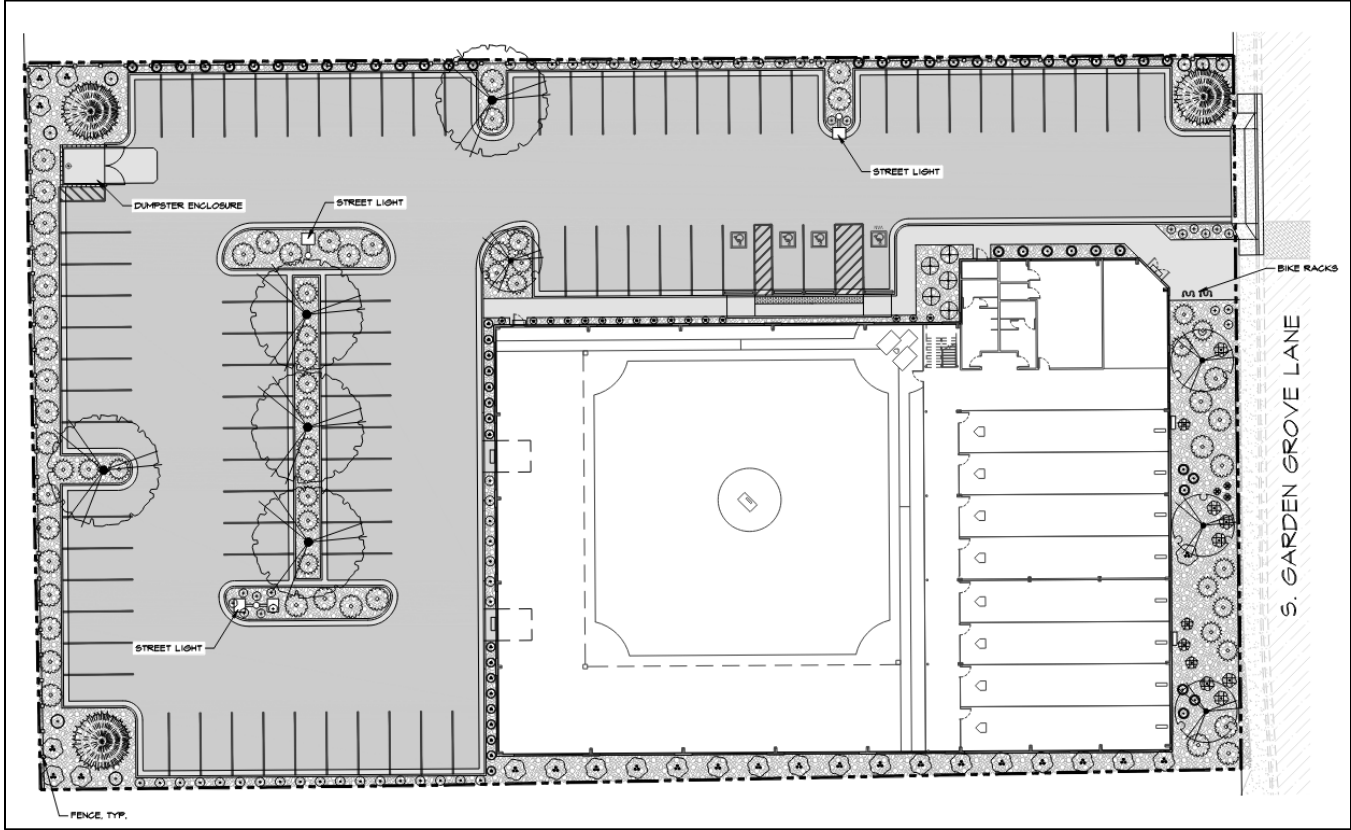
LINE #	LENGTH	BEARING
L1	4.00	N90° 00' 00"W
L2	4.00	N9° 09' 00"E
L3	4.00	N90° 00' 00"E
L4	4.00	S0° 00' 00"E

PARCEL INFO:
EVERMORE PARK INVESTMENTS LLC
54:336:0002

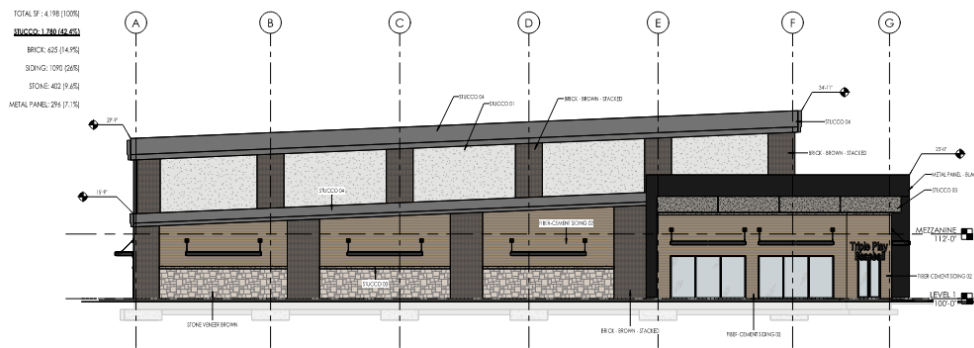
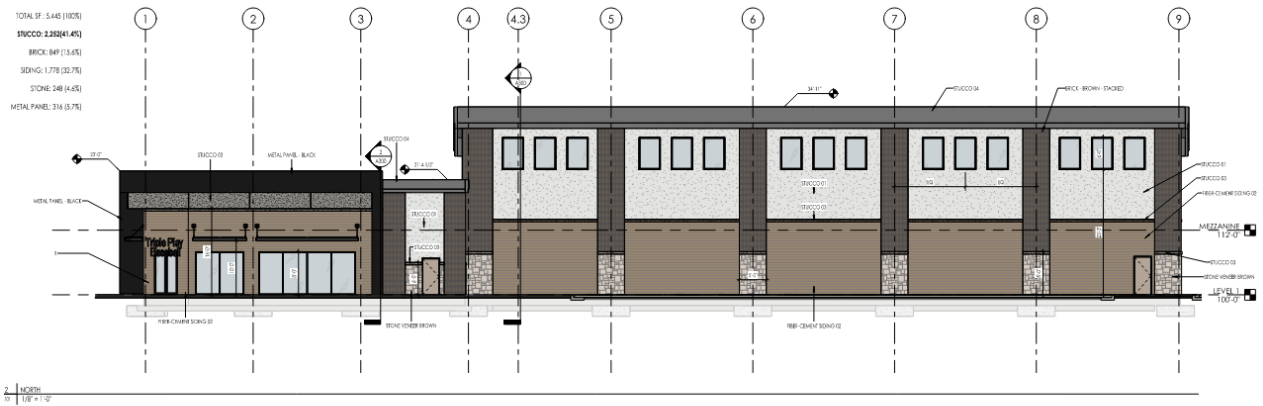
SITE PLAN



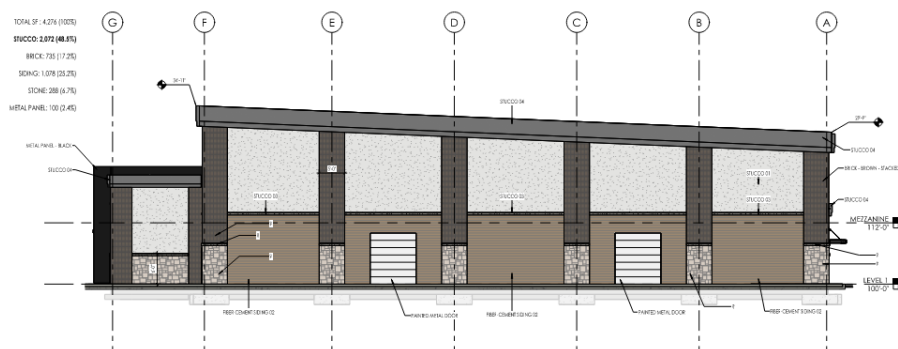
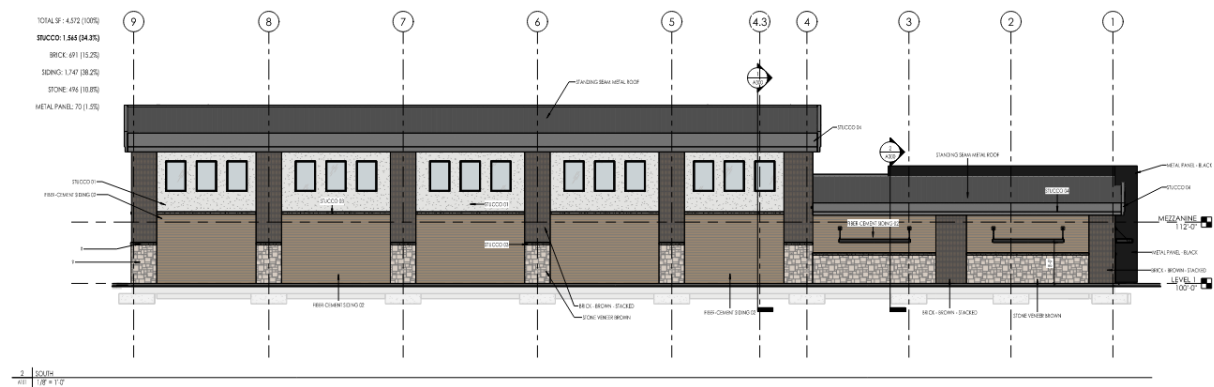
LANDSCAPE PLAN



ELEVATION PLANS



Note: This is the view from Garden Grove Lane



City Council Staff Report

Aug 15,
2023 **ItemH**

SITE PLAN

REQUEST	A commercial site plan for credit union	
APPLICANT	Eric Malmberg	
ADDRESS	1554 West Pleasant Grove Boulevard	
ZONE	The Grove – Commercial Sales Subdistrict	
STAFF RECOMMENDATION	Approve the Commercial Site Plan	
ATTACHMENTS	Property Zoning Map	4
	Property Aerial Map	5
	Site Plan	6
	Landscaping Plan	7
	Elevation Plan	8
	Renderings	11

Background

The applicant is requesting approval of a credit union on the corner of Garden Grove Lane and Pleasant Grove Boulevard. This property was originally platted as Lot 7 in The Void Plat 'D' Subdivision. The subject property is located at approx. 1554 W. Pleasant Grove Boulevard in The Grove – Commercial Sales Subdistrict. The property is currently vacant and is adjacent to an office building to the northwest, restaurants to the southwest, and office and theater uses to the southeast. The property to the northeast is currently vacant, however future office and restaurant uses are proposed to be constructed on those properties. All surrounding properties are zoned The Grove – Commercial Sales Subdistrict.

Analysis

The proposed building is 3335 square feet in size, 24.5 feet in height, and is set back at 21 feet from the property lines, which is within the required setbacks.

The applicant proposes to construct the credit union building on portion of the site, however some land will be retained for future development, noted as "Pad A" on the proposed site plan. While plans

are being developed for the future development, the applicant will be covering the “Pad A” section with gravel. The drive through for this credit union is in the parking lot area.

Landscaping:

Landscaping requirements within The Grove Zone – Commercial Sales Subdistrict require a mix of landscape elements, including evergreens. At least one tree is required per 1,000 SF of required landscaped areas, and at least 30% of the total number of required trees shall be evergreen. The proposed site plan has 13 trees total, 4 of which are evergreen (~30%). Landscaped parking islands are also provided at the edges of each parking area.

A 25-foot landscape buffer is also required between the back of the curb and the building, which the applicant has provided. Most of the landscaping elements in this buffer area include several types of decorative stone and shrubs.

Open space:

In addition to the required landscaping, each lot within the grove is required to have ten percent of its land dedicated to open space. Open space includes parks, plazas, courtyards, arcades, pedestrian walkways, natural areas and landscaped areas. The applicant provides open space that meets the zoning requirements, at approximately 24.8% open space for the entire property.

Use and parking:

The proposed use is for a credit union, which falls under Use #6100: Finance, insurance and real estate services (includes credit services, security and commodity services, holding and investment services, etc.) The parking requirement for this use is the same for professional offices at a parking ratio of 1 parking space for every 300 square feet of gross floor area. In total, the applicant will be required to have 12 parking spaces for the credit union business alone. The applicant provides 34 spaces in their parking lot, which leaves 22 spaces for the future business on the site.

Screening, height, and materials:

The proposed building is approximately 24.5 feet tall at the highest point, and the primary building material is stone veneer. As an accent material, the applicant is proposing to use EIFS on the portion of the building between the stone veneer and the metal roof.

Design Review Board:

The provided site plan was presented at the Design Review Board meeting on June 12, 2023. The Design Review Board found that the site and building met the requirements for urban design as well as building materials and design, and the only additional requests were to include additional trees along the landscaped portion adjacent to Pleasant Grove Boulevard, to provide additional attention to detail to the north side of the building (as it will be visible to passerby’s heading south on Pleasant Grove Boulevard), and to make the side of the building that faces Pleasant Grove Boulevard to appear more like the front of the building by adding additional windows and a door. The applicant has

updated their plans to meet these requirements, though the additional windows and door that face Pleasant Grove Boulevard are non-functional and are incorporated for appearances' sake.

Planning Staff recommends the Planning Commission approve the proposed site plan and forward approval to the City Council for the site plan with the following condition:

1. All Final Planning, Engineering, and Fire Department requirements are met.

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on July 13, 2023.

2. Public Hearing: Site Plan – Located at 1554 W Pleasant Grove Boulevard (Sam White's Lane Neighborhood)

Public Hearing to consider the request of Eric Malmberg for a commercial site plan for a credit union, located at approx. 1554 West Pleasant Grove Boulevard in The Grove Zone – Commercial Sales Subdistrict.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Martineau moved Planning Commission forward a positive recommendation of approval for the request of Eric Malmberg for a commercial site plan for a credit union office building, located at approximately 1554 West Pleasant Grove Boulevard on property zoned The Grove – Commercial Sales Subdistrict; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the condition(s) below:

1. All Final Planning, Engineering, and Fire Department requirements are met.

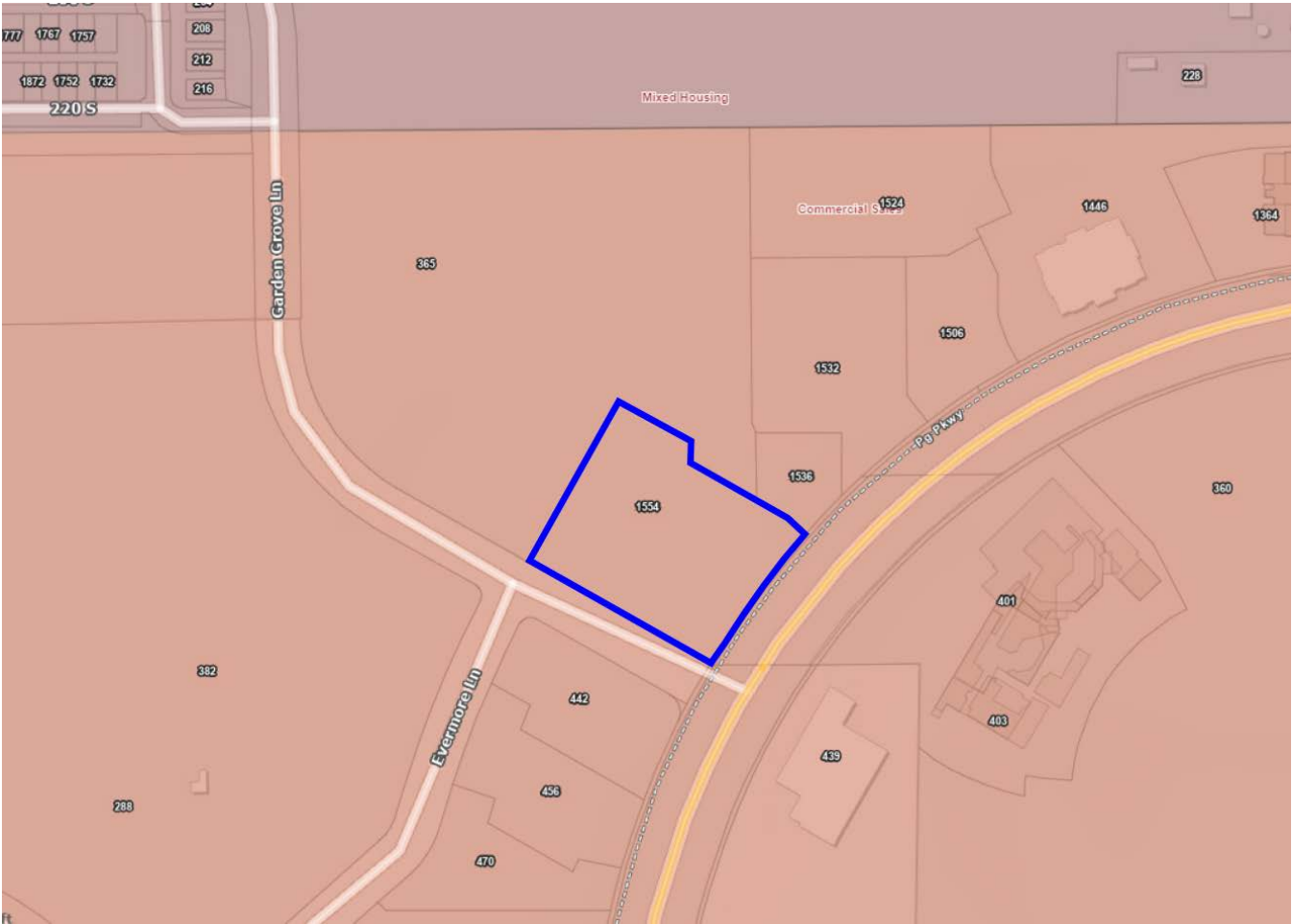
Commissioner Patten seconded the motion. The Commissioners unanimously voted "Aye". The motion carried.

Motion by: Commissioner Martineau

Seconded by: Commissioner Patten

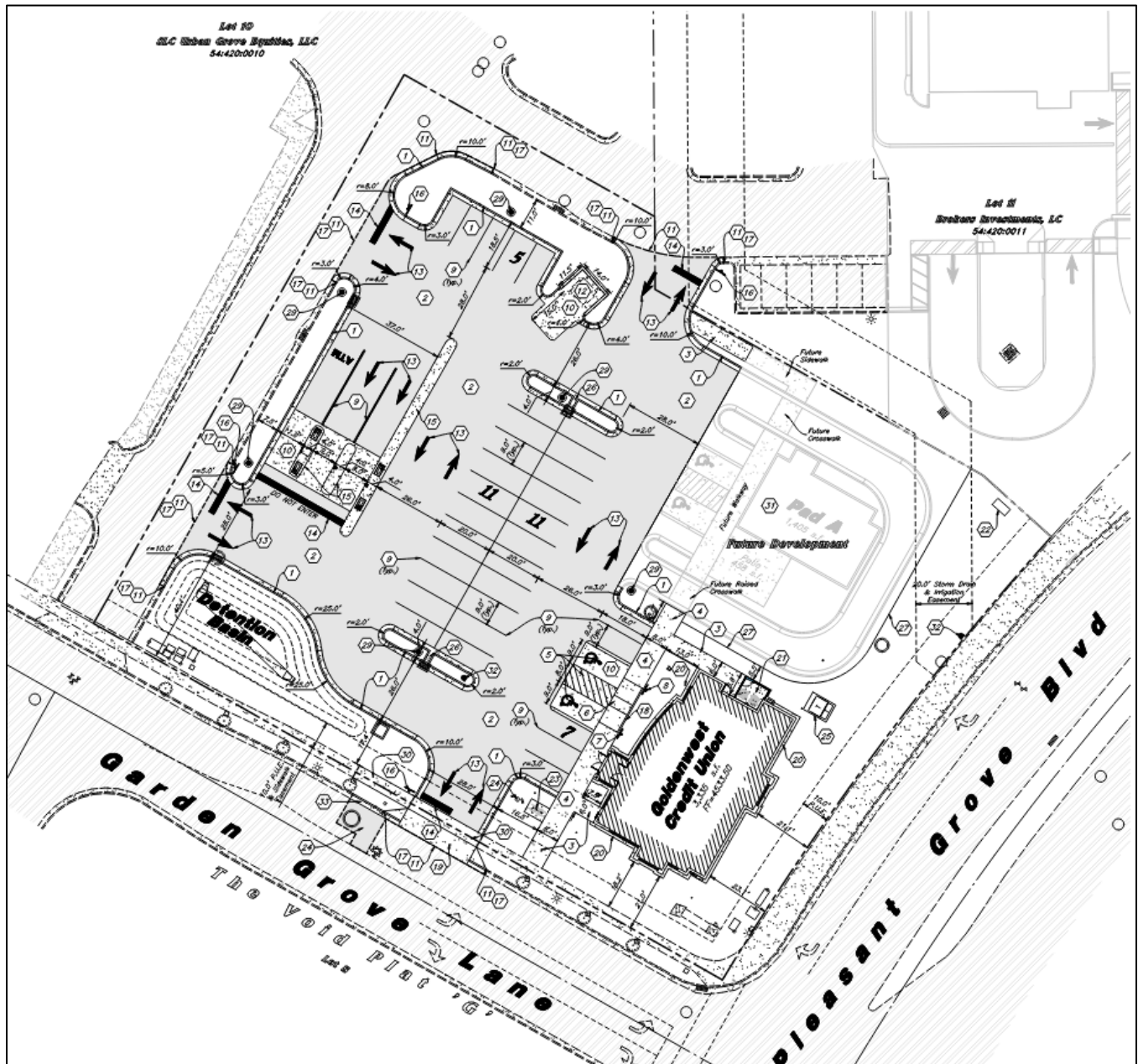
AYE VOTES: Chair Phillips, Patten, Martineau, Fugal, Redding, Shirley

PROPERTY ZONING MAP

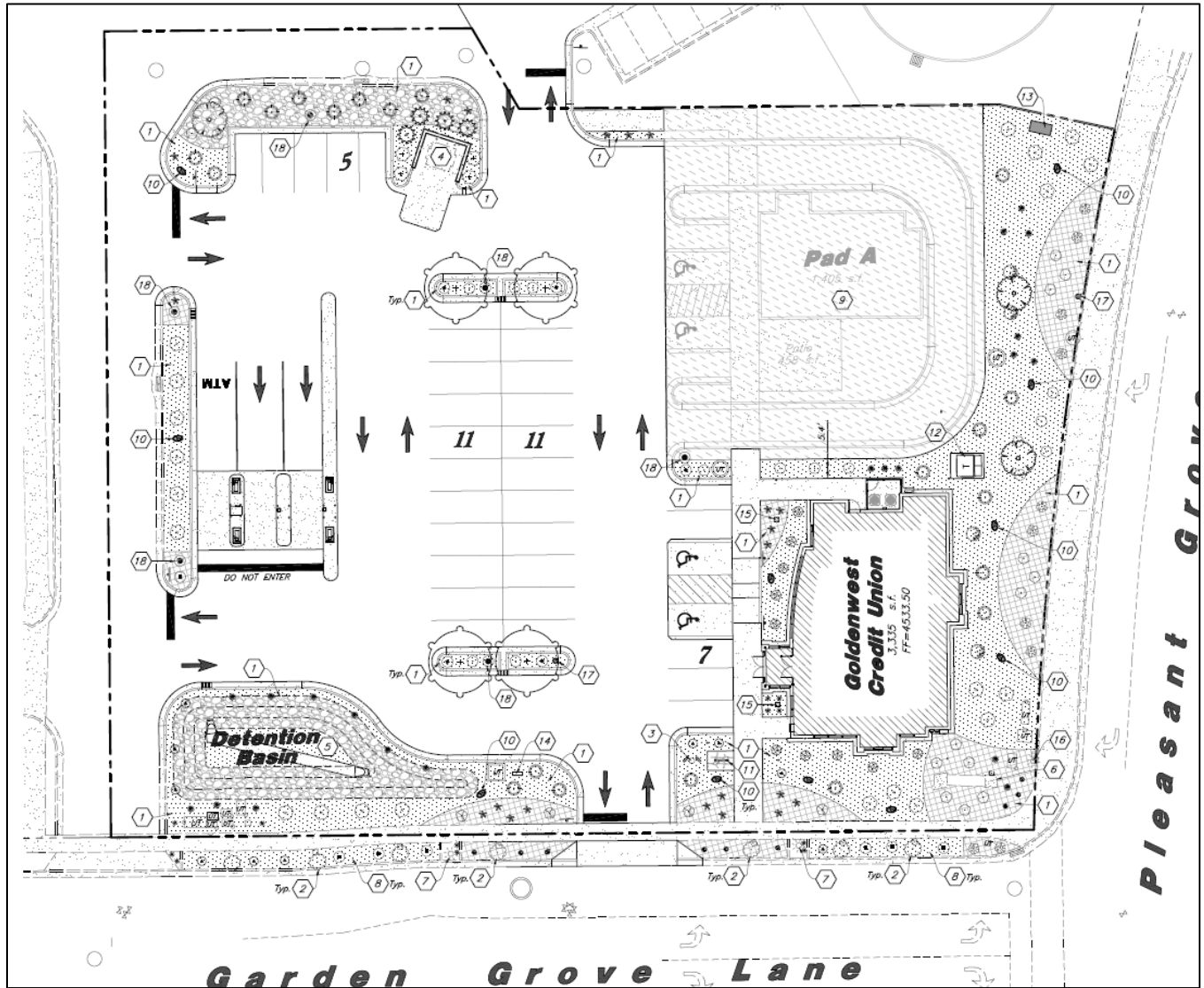


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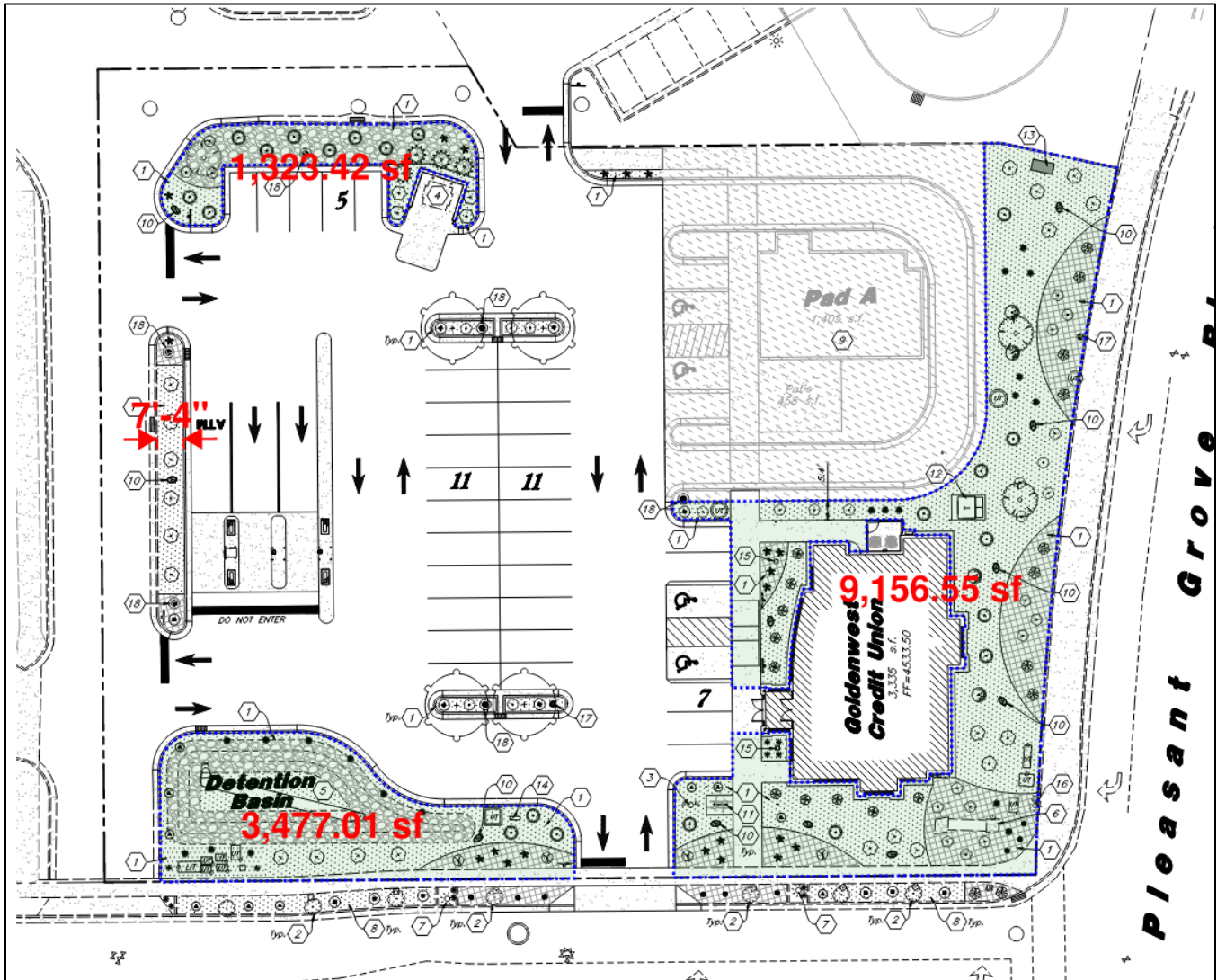
SITE PLAN



LANDSCAPE PLAN



OPEN SPACE CALCULATIONS



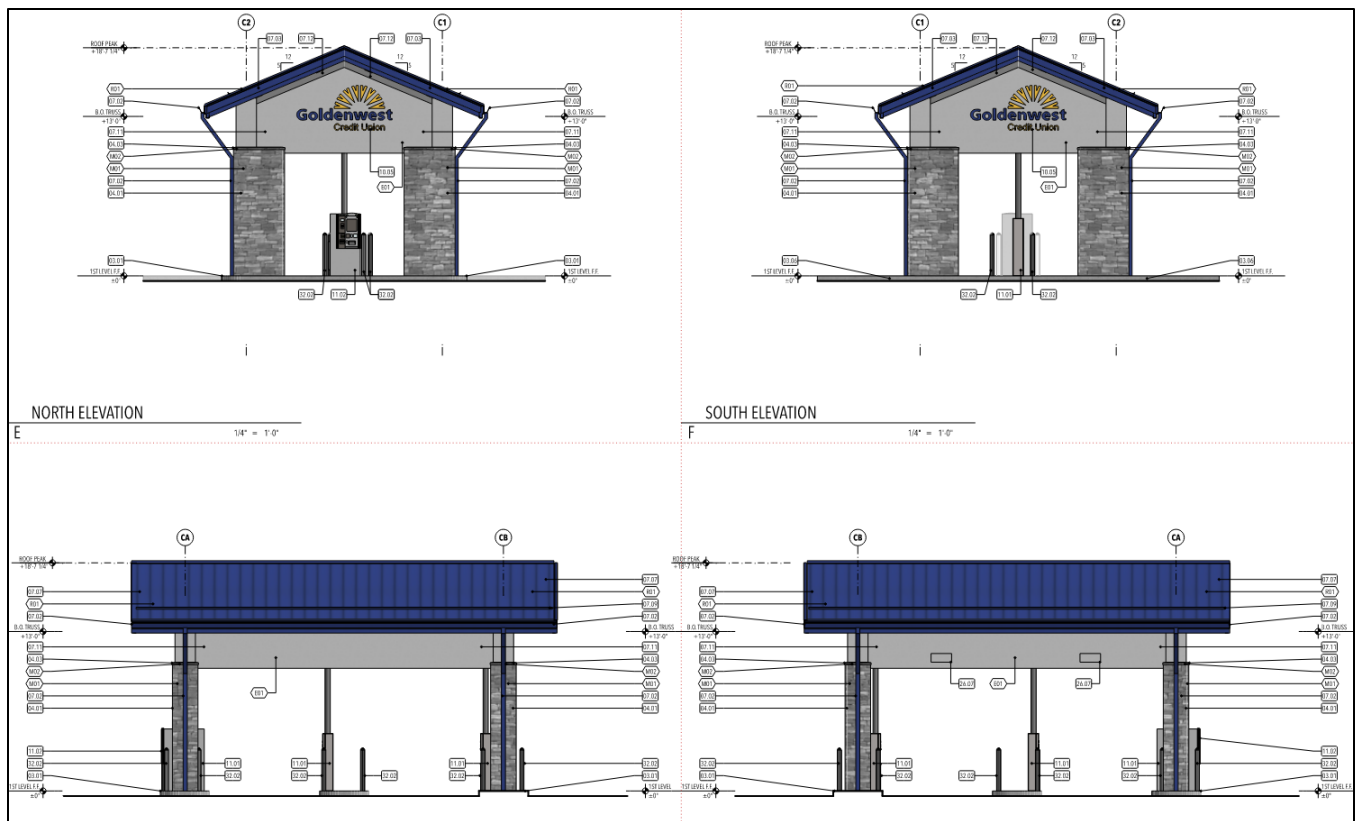
Total open space: approx. 13,957 square feet (0.32 acres)

Total area of lot: 56,256 square feet (1.29 acres)

Section 10-14-17-C.1: "New nonresidential development shall provide a minimum of ten percent (10%) of the gross site area for open space. Open space includes parks, plazas, courtyards, arcades, pedestrian walkways, natural areas and landscaped areas. Open space may not include leftover space between buildings, or narrow space under ten feet (10') in width that is immediately adjacent to buildings, where the space is between the building and parking areas, drive aisles or inner development roads."

9 of 14





RENDERINGS



Parking Lot



Garden Grove Lane



Pleasant Grove Boulevard



Northeast Development



Drive Thru

City Council Staff Report

Aug 15, 2023

Item 10I

RESIDENTIAL SUBDIVISION PLAT

REQUEST 6-lot final subdivision called Gordon Grove Plat 'B'

APPLICANT Jason Fox

ADDRESS 1309 North 380 East

ZONE R1-8 (Single-Family Residential) Zone

STAFF RECOMMENDATION Approve the Final Subdivision Plat

ATTACHMENTS	Property Zoning Map	4
	Property Aerial Map	5
	Final Subdivision Plat	6

Background

The applicant is requesting approval of a 6-lot residential subdivision, called Gordon Grove Plat 'B', located at 1309 North 380 East in the R1-8 (Single-Family Residential) Zone. The property is currently developed with a single-family residence.

Analysis

The subject property was originally subdivided as Gordon Grove Plat 'A', which was recorded on October 3, 2002. At that time, this property was divided into two lots – one lot which encompassed the existing house, and the remainder of the property was left as a single larger lot. With the development of this property, the applicant was required to include another property (labeled as Lot 1) as the proposed boundary line adjustments affected their property.

R1-8 Requirements:

The minimum lot area within the R1-8 Zone is 8000 square feet. The minimum frontage for this property is 35 feet and the minimum width is 85 feet. The setbacks for the R1-8 Zone can be found in Table 1.

Setback	Distance
Front	25
Side	10
Rear	25

Table 1

As proposed:

The proposed subdivision occupies a total area of 2.22 acres (96,772 square feet) and consists of 6 lots. The lot area and width for each property is listed in Table 2. Each lot also includes a building envelope that delineates the setbacks for the zone. One remaining comment includes starting the lot numbering at Lot 3. With the lot area, width, frontage, and yard requirements met, the submitted plans comply with the existing requirements for the R1-8 Zone.

Lot	Area	Width
1	9795 sq. ft.	85'
2	14,633 sq. ft.	115'
3	14,646 sq. ft.	113'
4	13,264 sq. ft.	149'
5	13,549 sq. ft.	104'
6	20,985 sq. ft.	101'

Table 2

Flag lot subdivisions within the R1-8 zone also require the stem to be a minimum length of 85 feet and have a width of at least 25 feet. The common stem is to be dedicated as a public utility, sewer, and right-of-way easement. Up to 3 lots may share a common stem, which must have a minimum 20-foot wide paved driveway and must have established CC&Rs to provide maintenance for the common stem.

Overall, the proposed subdivision complies with the requirements for the R1-8 Zone and for flag lots. Because the proposed plat meets all the requirements for subdivisions and for the R1-8 (Single-Family Residential) Zone, Planning Staff recommended the Planning Commission to forward approval to the City Council for the proposed preliminary plat with the following conditions:

All Final Planning, Engineering, and Fire Department requirements are met.

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on May 25, 2023.

1. Public Hearing: Preliminary Subdivision Plat – Located at approx. 1309 North 380 East (Big Spring Neighborhood)

Public Hearing to consider the request of Jason Fox for a 6-lot preliminary flag lot subdivision plat, called Gordon Grove Subdivision Plat 'B' on 2.22 acres, approximately located at 1309 North 380 East in the R1-8 (Single Family Residential) Zone.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Fugal moved that the Planning Commission forward a positive recommendation of APPROVAL for the request of Jason Fox for a subdivision plat called Gordon Grove Plat 'B', located at approximately 1309 North 380 East on property zoned R1-8; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the condition below:

1. All Final Planning, Engineering, and Fire Department requirements are met.

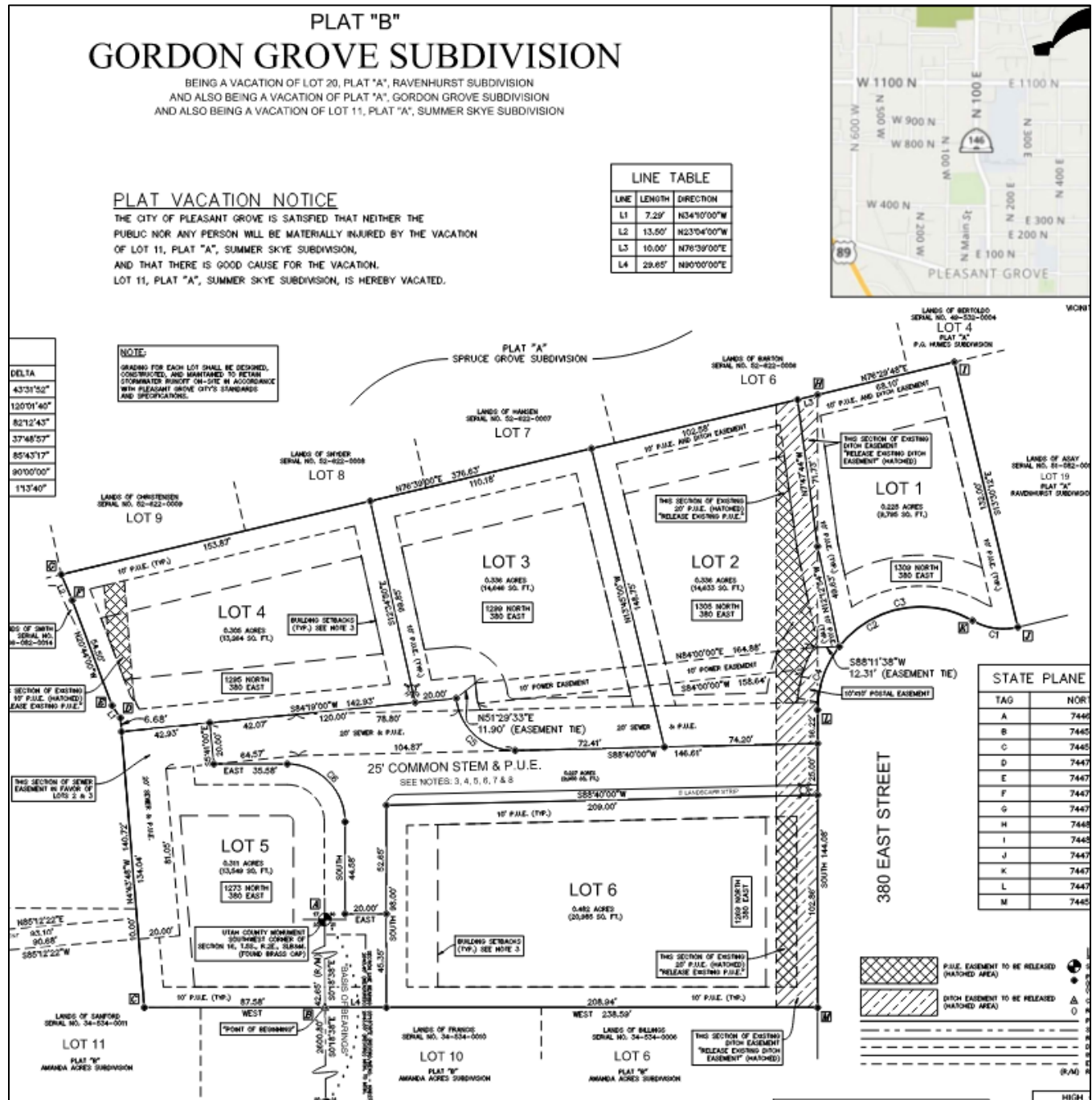
Commissioner Martineau seconded the motion. The Commissioners unanimously voted "Aye". The motion carried.

AYE VOTES: Chair Phillips, Patten, Martineau, Fugal, Shirley.

PROPERTY AERIAL MAP



FINAL PLAT – Heward Acres Plat A



RESOLUTION NO. 2023-045

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A WEB SERVICES SALES AGREEMENT FOR PROFESSIONAL SERVICES WITH REVIZE LLC, AKA REVIZE SOFTWARE SYSTEMS FOR WEBSITE REDESIGN, HOSTING AND MAINTENANCE SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City (“City”) is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, Revize, LLC., aka Revize Software Systems (“Contractor”) is a company organized under the laws of the Michigan; and

WHEREAS, City has need of consultant services to redesign, host and maintain its website; and

WHEREAS, Contractor has the knowledge and experience to provide said services; and

WHEREAS, Contractor was selected as the service provider that can provide the requested services in a cost-effective manner; and

WHEREAS, the City finds that Contractor has met the criteria to provide services; and

WHEREAS, the City Council finds it to be in the best interests of the citizens of Pleasant Grove City to engage Contractor, and enter into a Professional Services Contract, to provide said services; and

WHEREAS, the Council finds that the Contract comports with state law and adequately addresses the City’s needs for services at this time; and

WHEREAS, on August 15, 2023 the Municipal Council held a duly noticed public meeting wherein they considered the facts regarding this matter; and

WHEREAS, after considering the Agreement, the Council finds the Agreement attached hereto as Exhibit “A” reasonably furthers the health, safety, and general welfare of the citizens of Pleasant Grove City.

NOW, THEREFORE, be it resolved by the Pleasant Grove City Council as follows:

SECTION I

1. The Mayor of Pleasant Grove City is hereby authorized to sign the “Web Services Sales Agreement” with Revize, LLC for services connected to professional website. Services.
2. This resolution is effective immediately.

SECTION II

THIS RESOLUTION APPROVED AND ADOPTED this 15th day of August, 2023 by the City Council of Pleasant Grove City, Utah.

Cyd LeMone, Mayor Pro-Tem

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

<u>ROLL CALL</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Pleasant Grove, Utah ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 7-17-2023

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Pleasant Grove</u>	Revize Software Systems
Company Address:	<u>70 S 100 E</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Pleasant Grove, UT 84062</u>	Troy, MI 48084
Contact Name:	<u>Kyler Brower 435.817.6985</u>	248-269-9263
Billing Dept. Contact:	<u>Kbrower@pgcity.org</u>	
CLIENT Website Address:	<u>www.pgcity.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	
1	Phase 1: Kickoff Meeting and Discovery/Project Planning:	
1	Phase 2 – Design Mockups/Wireframes: 1 mockup with unlimited rounds of changes - Home page template and inner page design and layout - Departmental Mockup with unlimited rounds of changes	
1	Phase 3 & 4 – Revize HTML Template Development & CMS Integration: - Set-up all CMS modules listed in this agreement - Integration with all 3rd party web applications	
1	Phase 5 – Quality Assurance Testing, Accessibility, and Custom Development:	
1	Phase 6 – Sitemap Development and Content Migration: Site map development and content migration from old website including spell checking and style corrections – Migration up to 1,700 webpages and documents	
1	Phase 7 –Content Editing Training, onetime fee:	
1	Phase 8 – Go Live:	
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, Unlimited GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$8,900.00
1	Grand Total First Year	\$53,900.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 40,425.00	6/1/2023	75% 1 st Year Project Costs
\$ 13,475.00	9/1/2023	25% 1 st Year Project Costs
\$ 8,900.00	6/1/2024	Year 2 of Annual Hosting & Maintenance
\$ 8,900.00	6/1/2025	Year 3 of Annual Hosting & Maintenance
\$ 8,900.00	6/1/2026	Year 4 of Annual Hosting & Maintenance

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Scott Darrington

Thomas Jean

Title of Authorized Person

City Administrator

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Utah.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. It is estimated that the project will take approximately four (4) to six (6) months to complete. Revize agrees to have the project completed no later than (6) months from the date of execution of this Contract. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Four-year contract. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 2 of this agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. Revize requires a 60-day written termination notice in advance before the next annual renewal date.
15. Mediation. In the event of any dispute, claim or disagreement arising out of or relating to this Agreement, the parties shall first submit the dispute, claim or disagreement to non-binding mediation administered by the American Arbitration Association in accordance with its Commercial Mediation Procedures. The

place mediation shall be Utah County, Utah. The mediation shall be conducted by one (1) mediator selected in accordance with AAA rules, unless the parties otherwise mutually agree to a panel of three (3) mediators.

16. Injunction. Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration.
17. Severability. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
18. Assignment. Neither party shall assign this Contract in its entirety without the party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Revize may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Revize or as a collateral assignment to any lender to Revize.
19. 19. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.
20. Insurance. Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, Revize agrees to provide CLIENT with evidence of its insurance coverage.
21. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.
22. Authority. An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the CLIENT or Revize, as the case may be, and bind such party to the terms hereof.
23. Signatures. Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.
24. Notice. Notices provided under this Agreement must be in writing and delivered to Revize or CLIENT's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b), or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.

Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT provided all payments for the entire length of the contract is fully paid. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

Products CLIENT Owns Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- Design & Page Content

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Service Request
- Online Interactive Forms (Public Records Request App)
- Citizen Connect (Community Blog)
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

ORDINANCE NO. 2023-18

AN ORDINANCE GRANTING QUEST CORPORATION DBA CENTURYLINK QC ("COMPANY"), A NONEXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK IN THE CITY OF PLEASANT GROVE, UTAH PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING COMPANY'S RIGHTS AND DUTIES

WHEREAS, federal and state law allow for the operation of an internet services and telecommunications network (the "Network") in the City of Pleasant Grove, Utah by franchise agreement; and

WHEREAS, the City of Pleasant Grove and Company desire to enter into a nonexclusive franchise agreement granting to Company the right and privilege to operate the Network in Pleasant Grove, Utah; and

WHEREAS, the City of Pleasant Grove and Company have negotiated a nonexclusive franchise agreement setting forth Company's rights and duties with respect to its operation of the Network in Pleasant Grove, Utah (a copy of which is attached as "Exhibit A," the "Agreement"); and

WHEREAS, on the 15TH day of August, 2023, the Pleasant Grove City Council ("City Council") held a duly noticed public meeting to ascertain the pertinent facts regarding this matter, which facts are found in the meeting record; and

WHEREAS, after considering the pertinent facts, the City Council finds: (i) that it should approve the attached Agreement and thereby grant to Company a franchise to operate a Network in the City of Pleasant Grove, Utah; and (ii) such action furthers the health, safety, and welfare of the citizens of the City of Pleasant Grove.

NOW THEREFORE, the City Council of the City of Pleasant Grove, Utah ordains as follows:

SECTION 1. FRANCHISE AGREEMENT.

The attached Agreement between the City of Pleasant Grove and Company is hereby approved; the Mayor is authorized to execute the Agreement on behalf of the City of Pleasant Grove; and Company is granted a nonexclusive franchise to operate the Network in the City of Pleasant Grove, Utah, pursuant to the Agreement.

This Ordinance shall take effect upon publication as required by the Utah Code.

ADOPTED AND PASSED by the Governing Body of the City of Pleasant Grove,

Utah, this 15th day of August 2023.

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phases of this Ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

SECTION 4. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 15st day of August, 2023.

Cyd LeMone, Mayor Pro-Tem

(SEAL)

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____
Second: Council Member _____

ROLL CALL	Yes	No	Absent
Mayor Guy L. Fugal	_____	_____	_____
Dianna Andersen	_____	_____	_____
Brent Bullock	_____	_____	_____
Eric Jensen	_____	_____	_____
Cyd LeMone	_____	_____	_____
Todd Williams	_____	_____	_____

CERTIFICATE OF POSTING ORDINANCE
Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. _____ was posted on the State (<http://pmn.utah.gov>) website on this ____ day of _____, 2023.

Dated this _____ day of _____, 2023.

Kathy T. Kresser, MMC, City Recorder

FRANCHISE AGREEMENT

Pleasant Grove City – Qwest Corporation DBA CenturyLink QC

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of Pleasant Grove, Utah (hereinafter “City” or “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 70 South 100 East, Pleasant Grove, Utah, 84062, and Qwest Corporation D/B/A CenturyLink QC (“CenturyLink” or “CENTURYLINK”), with its principal offices at: 1025 Eldorado Blvd, Broomfield, CO, 80021.

WITNESSETH:

WHEREAS, CenturyLink desires to provide telecommunications services with the CITY and in connection therewith to establish a telecommunications network (“Network”) in, under, along, over and across present and future rights-of-way of the CITY, to provide telecommunication services (“System” or “Network”); and

WHEREAS, the CITY has enacted Title 7, Chapter 7 of the Pleasant Grove City Municipal Code (hereinafter the “Telecommunication Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide CENTURYLINK a nonexclusive franchise to operate, repair, remove, replace, and maintain a telecommunications network in the CITY; and

WHEREAS, the City and CENTURYLINK have negotiated an arrangement whereby the Company may provide its services within the City pursuant to the terms and conditions outlined in this Agreement, and subject to the further reasonable regulation under its police and other regulatory power.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and CENTURYLINK agree as follows:

SECTION 1. FRANCHISE AGREEMENT AND TELECOMMUNICATION ORDINANCE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and CenturyLink.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. CENTURYLINK, acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the

provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require CENTURYLINK to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give any required legal notice to CENTURYLINK and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between CENTURYLINK's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, CENTURYLINK agrees to comply with any such lawful amendments.

1.4 Grant of Franchise. The City hereby grants to CenturyLink the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its cables and related appurtenances ("Facilities") in, under, along, over and across the present and future streets, alleys and public ways in the City ("Public Ways", or in the singular "Public Way"), including for the purpose of providing telecommunication services to the City's inhabitants.

1.5 Licenses. CENTURYLINK acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

1.7. Encroachment. CENTURYLINK shall only encroach in the City's rights- of-way pursuant to this Agreement and shall obtain all permissions necessary to encroach on privately-owned property within the City.

1.8 Pole Attachments. The Franchise does not grant CENTURYLINK the right to use City poles, conduit, or other facilities.

SECTION 2. FRANCISE FEE

2.1 Franchise Fee. For and in consideration of the Franchise granted herein, CenturyLink shall pay a Municipal Telecommunications License Tax of 3.5 % on the Provider's Gross Receipts from telecommunications services attributed to or services within the City in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410). All payments shall be made to the Utah State Tax Commission, and sent as

follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Consideration. In consideration of granting this Franchise, CENTURYLINK will pay to City the sum of \$1,000.00 upon acceptance of this Franchise.

SECTION 3. TERM AND RENEWAL.

3.1 Term and Renewal. The initial term of this Franchise is five (5) years commencing on the date of Acceptance by CenturyLink as set forth above in Section 2 and shall automatically renew from year-to-year unless either party gives advance written notice to the other party at least 120 days prior to expiration of the initial term or subsequent annual term requesting the parties enter into good faith discussions to reach terms of a new agreement.

3.2 Rights of CENTURYLINK Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by agreement between CENTURYLINK, and the CITY, or by revocation or forfeiture, CENTURYLINK shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of CENTURYLINK immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

SECTION 4. POLICE POWERS.

The CITY expressly reserves, and CENTURYLINK expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

SECTION 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 INTENTIONALLY OMITTED.

5.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For CENTURYLINK, "material consideration" is

its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

SECTION 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) CENTURYLINK fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) CENTURYLINK by act or omission, materially violates a material duty herein set forth in any particular within CENTURYLINK control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving CENTURYLINK notice of such determination, CENTURYLINK, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, CENTURYLINK shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of CENTURYLINK; or

(c) CENTURYLINK becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by CENTURYLINK within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude CENTURYLINK from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 Remedies at Law. In the event CENTURYLINK or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or CENTURYLINK, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and CENTURYLINK. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

SECTION 7. PARTIES' DESIGNEES.

7.1 CITY designee and Address. The City Administrator or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from CENTURYLINK to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 70 South 100 East, Pleasant Grove, Utah 84062, or such other officer and address as the CITY may designate by written notice to CENTURYLINK at: NIS/ROW 1025 Eldorado Blvd, Broomfield, CO 80021.

7.2 CENTURYLINK Designee and Address. NIS Local Right of Way Manager or his or her designee(s) shall serve as CENTURYLINK's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to CENTURYLINK pursuant to or concerning this Agreement, shall be delivered to ATTN: NIS/ROW 1025 Eldorado Blvd, Broomfield, CO 80021 with an additional copy to be sent ATTN: Network Legal 1025 Eldorado Blvd, Broomfield, CO 80021, and such other office as CENTURYLINK may designate by written notice to the CITY.

7.3 Failure of Designee. The failure or omission of the CITY's or CENTURYLINK's representative to act shall not constitute any waiver or estoppels by the CITY or CENTURYLINK.

SECTION 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance Requirements. CenturyLink will maintain in full force and effect for the Term of the Franchise, at CenturyLink's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of Utah, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System, including the Facilities, by CenturyLink. Such insurance will be in an amount not less than \$2,000,000.00. CenturyLink will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. Evidence of such insurance will be provided to the City upon request.

8.2 Indemnification. CENTURYLINK agrees to indemnify, defend and hold the CITY harmless from and against any and all third party claims, demands, liens, and all liability or damage to third parties of whatsoever kind to the extent caused by CENTURYLINK's negligent or willful acts or omissions, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to CENTURYLINK of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit CENTURYLINK to assume the defense of such with counsel of CENTURYLINK's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, CENTURYLINK shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY or an unrelated third party.

SECTION 9. RECORDS INSPECTION

Subject to applicable state law, including but not limited to UCA § 10-1-403 *et seq.*, CenturyLink shall make available to the City, upon reasonable advance written notice of no fewer than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make available. Subject to applicable laws, any information that is provided to the City, except as otherwise provided herein, and/or that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Except as otherwise provided herein, any such information provided to the City shall be returned to CenturyLink following review, without duplication, unless CenturyLink grants the City permission to duplicate the information.

SECTION 10. NON-EXCLUSIVE FRANCHISE

The right to use and occupy the Public Ways shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted CenturyLink herein.

SECTION 11. CITY REGULATORY AUTHORITY

The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law. The City agrees to promptly notify CenturyLink of any such changes potentially applicable to this Franchise.

SECTION 12. ANNEXATION

When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 13. PLAN, DESIGN, CONSTRUCTION AND INSTALLATION OF CENTURYLINK'S FACILITIES

13.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

13.2 CenturyLink shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. CenturyLink will provide as-built route maps of new facilities placed in the Public Ways pursuant to a permit issued by the City. CenturyLink will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs.

13.3 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed,

Installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

13.4 If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

13.5 CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, CenturyLink shall first notify the City of such work. The City may then notify its other Franchisees, who may, each at its own expense, share the trench for laying its own facilities therein, provided that such shared use will not unreasonably interfere with others' use of the trench or unreasonably delay completion or increase the costs or risks of CenturyLink's installation or replacement project.

13.6 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's poles, wires, conduits, conductors, pipes, and appurtenances.

13.7 CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 14. RELOCATION OF FACILITIES

14.1 Relocation for the City. CenturyLink shall, upon receipt of advance written notice of not fewer than ninety (90) days, protect, support, temporarily disconnect, relocate, or remove any CenturyLink property located in a Public Way when required by the City consistent with its police powers. CenturyLink shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way.

14.2 Relocation for a Third Party. CenturyLink shall, at the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from Public Ways, as applicable, any CenturyLink property, provided that the cost of such action is borne by the person requesting it and CenturyLink is given reasonable advance written notice. In such situation, CenturyLink may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no fewer than thirty (30) days for a temporary relocation, and no fewer than one hundred twenty **(120)** days for a permanent relocation.

14.3 Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such evaluation. The City shall give each

alternative proposed by CenturyLink full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the Facilities as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases have the right to abandon the Facilities.

SECTION 15. VEGETATION MANAGEMENT

CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

SECTION 16. INTENTIONALLY OMITTED.

SECTION 17. NO WAIVER OF RIGHTS

Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 18. TRANSFER OF FRANCHISE

CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without prior notice to and prior approval by the City, such approval not to be unreasonably withheld, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

SECTION 19. AMENDMENT

Amendments to the terms and conditions contained herein shall be mutually agreed upon in writing by the City and CenturyLink.

SECTION 20. NOTICES

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City of Pleasant Grove:
Attn: City Administrator
70 South 100 East
Pleasant Grove, Utah 84062

CenturyLink:
Attn: Network Legal
1025 Eldorado Blvd,
Broomfield, CO 80021

SECTION 21. INTENTIONALLY OMITTED.

SECTION 22. GENERAL PROVISIONS

22.1 Binding Agreement. The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

22.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

22.3 Time of Essence. Time shall be of the essence of this Agreement.

22.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

22.5 No Presumption. Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

22.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED and ENTERED INTO this _____ day of _____, 20__.

“CITY”

CITY OF PLEASANT GROVE, A Utah Municipal Corporation

By: _____, Mayor Attest: _____, City
Recorder

State of Utah
ss
County of Utah County

The foregoing instrument was acknowledged before me this____ day of _____, 2023,
By _____, the Mayor of the City of Pleasant Grove, a Utah municipal
corporation, on behalf of said municipal corporation by authority of its City Council.

Notary Public
My commission expires:

“CENTURYLINK”

QWEST CORPORATION d/b/a CENTURYLINK QC, a Colorado Corporation

BY: _____
Shaun Geisler
Manager Local ROW/NIS

State of Colorado)
 ss:
County of Broomfield)

The foregoing instrument was acknowledged before me this____ day of _____, 2023,
By _____, the _____ of _____

Notary Public
My commission expires:

Appendix A

Service categories included in revenue for calculation of Franchise fee:

1. Business Local Access—including Flat Rate, Multiparty, and Extended Area Service
2. Business Measured Usage Local Access Service
3. Flat Usage Local Access Trunks
4. Low Income Telephone Assistance Program Local Access
5. Measured Rate Local Access Trunk Usage
6. Message Rate Local Access Trunk Usage
7. Public Access Line (PAL) Service
8. Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service
9. Residential Measured Usage

A non-exclusive listing of categories of revenue not representing the retail sale of basic local exchange services, and therefore excluded from the calculation of any fee due to the City:

1. Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks;
2. Bad debt write-offs and customer credits
3. Revenue from directory advertising
4. Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program, including but not limited to support for the hearing impaired
5. Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments
6. Revenues from Internet access
7. Revenues from digital or other electronic content, such as computer software, music and video downloads
8. Revenues from equipment sales, rentals, installation and maintenance
9. Revenues from any carrier purchased for resale
10. Revenues from private line services not for switched local access service

Report Criteria:

Invoices with totals above \$0 included.
Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-13100 ACCTS REC.- CITY EMPLOYEES							
7505	SKAGGS COMPANIES, IN	450A1844351	PD/PERSONAL SUPPLIES	07/18/2023	187.65	.00	
7505	SKAGGS COMPANIES, IN	450A1844431	PD/PERSONAL SUPPLIES	07/18/2023	49.50	.00	
7505	SKAGGS COMPANIES, IN	450A1851051	PD/PERSONAL SUPPLIES	07/26/2023	215.98	.00	
7505	SKAGGS COMPANIES, IN	450A1854321	PD/PERSONAL SUPPLIES	07/26/2023	510.52	.00	
10-15820 SDA EXPENSE ACCOUNT							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	111.89	.00	
10-21250 LIFE INSURANCE PAYABLE							
8265	THE LINCOLN NATIONAL	08012023	INSURANCE PREMIUM	08/01/2023	6,665.11	.00	
10-21355 CASH BONDS (NEW)							
5897	OWENS, KIMBERLY	08092023	CONSTURCTION BOND RELEASE	08/09/2023	35,000.00	.00	
10-24260 AMER. FAMILY LIFE PAYABLE							
9288	WASHINGTON NATIONAL	P2350269	INSURANCE PREMIUM	08/01/2023	309.90	.00	
10-24300 COURT CHARGES CLEARING-35%							
9003	UTAH STATE TREASURE	07302023	COURT/STATE FUNDS	07/30/2023	2,633.96	.00	
10-24302 COURT SECURITY SURCHARGE-STATE							
9003	UTAH STATE TREASURE	07302023	COURT/STATE FUNDS	07/30/2023	5,714.31	.00	
10-24305 COURT CHARGES CLEARING-85%							
9003	UTAH STATE TREASURE	07302023	COURT/STATE FUNDS	07/30/2023	2,081.01	.00	
Total :					53,479.83	.00	
JUDICIAL							
10-42-240 OFFICE EXPENSE							
2122	CULLIGAN BOTTLED WA	465X22699500	JUDICIAL/DRINKING WATER	07/31/2023	39.00	.00	
10-42-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	JUDICIAL/PHONE EXPENSE	08/01/2023	118.42	.00	
10-42-330 PROFESSIONAL SERVICES							
2970	FLORES, ALFONSO	07262023	JUDICIAL/INTERPRETER	07/26/2023	102.50	.00	
Total JUDICIAL:					259.92	.00	
NON-DEPARTMENTAL							
10-43-220 PRINTING AND PUBLICATION							
3151	FREEDOM MAILING SER	45779	PROPOSED TAX INCREASE INSER	07/19/2023	2,836.58	.00	
3151	FREEDOM MAILING SER	45854	NEWSLETTERS	08/03/2023	81.36	.00	
3571	GURR'S COPYTEC	62771	SIGNS	07/24/2023	98.48	.00	
3571	GURR'S COPYTEC	62891	SIGNS	07/31/2023	223.99	.00	
7862	STANDARD EXAMINER	070564	NOTICES	07/31/2023	1,090.00	.00	
8730	UPPER CASE PRINTING,	722	PROPERTY TAX FLIER	07/18/2023	2,080.32	.00	
8730	UPPER CASE PRINTING,	776	MENU	08/02/2023	264.77	.00	
8730	UPPER CASE PRINTING,	776	NEWSLETTER PRINTING	08/02/2023	1,013.43	.00	
10-43-310 LEGAL SERVICES							
4376	JOHN H. JACOBS P.C.	07312023	LEGAL SERVICES	07/31/2023	7,664.60	.00	
7983	STEVENS & GAILEY	12595	LEGAL SERVICES	08/01/2023	964.00	.00	
10-43-330 PROFESSIONAL SERVICES							
2949	FLINDERS, LISA	0823	CONTRACTED SERVICES	08/03/2023	3,397.50	.00	
9018	UTAH TRANSPARENCY S	2023-25	QUARTERLY UPLOAD	08/01/2023	250.00	.00	
10-43-385 SPECIAL EVENTS							
3950	HONEY BUCKET	0553631510	4TH OF JULY FIREWORKS	07/31/2023	1,492.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-43-559 HERITAGE FESTIVAL							
3151	FREEDOM MAILING SER	45854	HERITAGE FESTIVAL	08/03/2023	72.32	.00	
8730	UPPER CASE PRINTING,	776	HERITAGE FESTIVAL	08/02/2023	342.38	.00	
10-43-610 MISCELLANEOUS EXPENSE							
3151	FREEDOM MAILING SER	45854	EXTRA INSERTS	08/03/2023	72.32	.00	
10-43-760 TECHNOLOGY							
343	AMERICAN FORK CITY	2180927	DARK FIBER LEASE	07/01/2023	250.00	.00	
1480	CENTRACOM INTERACTI	08012023	INTERNET SERVICE	08/01/2023	755.00	.00	
4747	LES OLSON COMPANY	1296842	COPIER MAINTENANCE	07/18/2023	1,658.44	.00	
4747	LES OLSON COMPANY	211751	DOCUWARE SOFTWARE SUBSCRI	07/25/2023	5,380.00	.00	
7070	ROCK MOUNTAIN TECHN	6455	SERVICE AGREEMENT	08/01/2023	7,464.89	.00	
7070	ROCK MOUNTAIN TECHN	6455	EQUIPMENT	08/01/2023	219.98	.00	
Total NON-DEPARTMENTAL:					37,672.36	.00	
LEGAL SERVICES							
10-44-400 PROFESSIONAL SERVICES							
3657	HANSEN LAW	45448	LEGAL SERVICES	07/25/2023	180.00	.00	
10-44-760 TECHNOLOGY							
6845	RELX INC.	3094620060	LEGAL/SUBSCRIPTION	07/31/2023	243.00	.00	
Total LEGAL SERVICES:					423.00	.00	
ADMINISTRATIVE SERVICES							
10-46-240 OFFICE EXPENSE							
5729	ODP BUSINESS Solutio	321617095001	ADM/OFFICE SUPPLIES	07/17/2023	19.68	.00	
5729	ODP BUSINESS Solutio	322030445001	ADM/OFFICE SUPPLIES	07/13/2023	13.53	.00	
5729	ODP BUSINESS Solutio	324990622001	ADM/OFFICE SUPPLIES	07/28/2023	25.31	.00	
10-46-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	CITY HALL/PHONE EXPENSE	08/01/2023	379.33	.00	
10-46-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9938585228	ADM/AIRCARDS	07/01/2023	40.01	.00	
Total ADMINISTRATIVE SERVICES:					477.86	.00	
FACILITIES							
10-47-250 VEHICLE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	226.14	.00	
10-47-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	296.74	.00	
970	BJ PLUMBING SUPPLY	001004008	BUILDING MAINTENANCE	07/26/2023	9.34	.00	
10-47-520 CITY HALL - POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	1,593.02	.00	
10-47-550 PARKS - LIGHTS							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	494.84	.00	
10-47-560 PARKS - BUILDING MAINTENANCE							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	38.28	.00	
970	BJ PLUMBING SUPPLY	001004008	BUILDING MAINTENANCE	07/26/2023	100.92	.00	
3327	GILES, CRAIG KAY	049570	NEW LOCKS INSTALLED	07/18/2023	805.00	.00	
4720	LEE EDWARDS PLUMBIN	13918	BUILDING MAINTENANCE	06/12/2023	2,130.00	.00	
10-47-650 FIRE/AMBULANCE - POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	1,808.70	.00	
10-47-660 FIRE/AMBULANCE - BLDG MAINT							
4390	JOHNSTONE SUPPLY	2173400	BUILDING MAINTENANCE EXPENS	07/31/2023	192.78	.00	
10-47-690 CEMETERY BLDG - POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	204.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-47-700 CEMETERY BLDG - BLDG MAINT							
2571	EAGLE VALLEY CONSTU	1	CEM/BUILDING REPAIR	06/15/2023	2,900.00	.00	
10-47-720 LIBRARY/SENIOR - POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	1,377.96	.00	
10-47-770 PUBLIC WORKS - POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	980.34	.00	
10-47-780 PUBLIC WORKS - BLDG MAINT							
1492	CENTRAL UTAH DOOR C	6725	PUBLIC WORKS/DOOR REPAIR	06/22/2022	785.00	.00	
1492	CENTRAL UTAH DOOR C	6726	PUBLIC WORKS/DOOR REPAIR	10/28/2022	440.00	.00	
1492	CENTRAL UTAH DOOR C	6727	PUBLIC WORKS/DOOR REPAIR	11/17/2022	1,918.00	.00	
10-47-820 SR CENTER - POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	397.32	.00	
10-47-900 ARTS - HEATING							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	262.40	.00	
10-47-910 ARTS - POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	50.42	.00	
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	323.88	.00	
10-47-930 HISTORIC LIBRARY - POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	21.35	.00	
Total FACILITIES:					17,357.27	.00	
ENGINEERING							
10-51-250 VEHICLE EXPENSE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	291.35	.00	
10-51-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9940416737	MULTI DEPT/CELL PHONE EXEPNS	07/23/2023	59.16	.00	
10-51-300 PPE SAFETY & UNIFORM							
1368	C-A-L RANCH STORES	13620/8	ENG/CLOTHING	07/03/2023	213.73	.00	
10-51-332 PROFESSIONAL SERVICES							
3970	HORROCKS ENGINEERS	78782	MULTI DEPT ENGINEERING	07/12/2023	4,785.79	.00	
4292	J.U.B. ENGINEERS, INC.	0164071	GENERAL SERVICES	07/10/2023	444.20	.00	
10-51-333 TRANSPORTATION MASTER PLAN							
3970	HORROCKS ENGINEERS	78488	TRANSPORTATION MASTER PLAN	07/06/2023	13,468.00	.00	
10-51-745 SIGNALS & FLASHERS							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	170.81	.00	
Total ENGINEERING:					19,433.04	.00	
COMMUNITY DEVELOPMENT							
10-52-250 VEHICLE EXPENSE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	246.88	.00	
10-52-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	COM DEV/PHOENE EXPENSE	08/01/2023	225.82	.00	
10-52-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9938585228	MULTI DEPT/CELL PHONE EXEPNS	07/01/2023	173.48	.00	
9131	VERIZON WIRELESS	9938585228	COM DEV/AIR CARDS	07/01/2023	80.02	.00	
Total COMMUNITY DEVELOPMENT:					726.20	.00	
POLICE DEPARTMENT							
10-54-240 OFFICE EXPENSE							
2122	CULLIGAN BOTTLED WA	465X22674503	PD/BOTTLED WATER	07/31/2023	44.25	.00	
4655	LANGUAGE LINE SERVIC	11066145	PD/OFFICE SUPPLIES	07/31/2023	94.55	.00	
10-54-250 VEHICLE EXPENSE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	10,737.70	.00	
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	299.95-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3468	GREASE MONKEY #790	289837	PD/VEHICLE MAINTENANCE	08/03/2023	90.45	.00	
3468	GREASE MONKEY #790	290068	PD/VEHICLE MAINTENANCE	08/09/2023	157.93	.00	
5833	O'REILLY AUTOMOTIVE I	3623-489819	PD/VEHICLE EXPENSE	07/25/2023	202.25	.00	
5833	O'REILLY AUTOMOTIVE I	3623-490721	PD/VEHICLE EXPENSE	07/30/2023	208.49	.00	
10-54-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	PD/PHONE EXPENSE	08/01/2023	760.41	.00	
1518	CENTURY LINK	07282023	PD/ALARM PHONE LINE	07/28/2023	77.53	.00	
1518	CENTURY LINK	07282023	PD/ALARM PHONE LINE	07/28/2023	77.53	.00	
10-54-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9938585228	MULTI DEPT/CELL PHONE EXEPNS	07/01/2023	3,156.63	.00	
10-54-440 K9 SUPPLIES							
145	ADVANCED VETERINARY	760291	PD/K9 CARE	07/08/2023	4,754.11	.00	
6120	PET URGENT CARE LLC	07292023	PD/K9 EXPENSE	07/29/2023	697.32	.00	
10-54-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	11.51	.00	
3012	FORENSIC NURSING SE	1302	PD/SPECIMEN COLLECTION	07/26/2023	140.00	.00	
8361	THOMSON REUTERS - W	848729884	PD/SOFTWARE SUBSCRIPTION	08/01/2023	246.00	.00	
10-54-610 MISCELLANEOUS EXPENSE							
4225	INTERMOUNTAIN WORK	3441605	PD/DRUG SCREEN	07/25/2023	34.00	.00	
10-54-650 NOVA EXPENSES (DARE)							
6343	PLEASANT GROVE PRIN	9572	PD/CERTIFICATES	05/02/2023	78.05	.00	
10-54-740 EQUIPMENT							
682	AXON ENTERPRISE, INC.	INUS169736	PD/TASER EQUIPMENT	07/01/2023	5,280.00	.00	
10-54-760 TECHNOLOGY							
5441	MOTOROLA SOLUTIONS,	8230369767	PD/ANNUAL MAINTENANCE 7/2022-	06/01/2022	32,865.48	.00	
5441	MOTOROLA SOLUTIONS,	8230411935	PD/ANNUAL MAINTENANCE	07/01/2023	34,180.08	.00	
Total POLICE DEPARTMENT:					93,594.32	.00	
FIRE DEPARTMENT							
10-55-250 VEHICLE EXPENSE							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	16.49	.00	
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	2,319.50	.00	
4674	LARRY H MILLER SUPER	665984	FIRE/VEHICLE REPAIR	07/31/2023	616.00	.00	
10-55-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	FIRE/PHONE EXPENES	08/01/2023	209.32	.00	
10-55-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	234.08	.00	
2123	CULLIGAN WATER COND	465X22405205	FIRE/WATER CONDITIONING	06/19/2023	147.50	.00	
2123	CULLIGAN WATER COND	465X22636304	FIRE/WATER CONDITIONING	07/26/2023	147.50	.00	
3841	HENRY SCHEIN INC.	22456538	FIRE/DEPARTMENTAL SUPPLIE	07/19/2023	1,113.60	.00	
3841	HENRY SCHEIN INC.	46091835	FIRE/DEPARTMENTAL SUPPLIE	07/12/2023	138.72	.00	
3841	HENRY SCHEIN INC.	46787261	FIRE/DEPARTMENTAL SUPPLIE	07/18/2023	423.00	.00	
3841	HENRY SCHEIN INC.	46866032	FIRE/DEPARTMENTAL SUPPLIE	07/18/2023	62.74	.00	
3841	HENRY SCHEIN INC.	47444957	FIRE/DEPARTMENTAL SUPPLIE	07/21/2023	303.95	.00	
3841	HENRY SCHEIN INC.	48080700	FIRE/DEPARTMENTAL SUPPLIE	07/26/2023	961.67	.00	
3841	HENRY SCHEIN INC.	48792617	FIRE/DEPARTMENTAL SUPPLIE	07/31/2023	115.44	.00	
3841	HENRY SCHEIN INC.	48850063	FIRE/DEPARTMENTAL SUPPLIE	08/01/2023	331.80	.00	
3841	HENRY SCHEIN INC.	49123723	FIRE/DEPARTMENTAL SUPPLIE	08/03/2023	44.64	.00	
3841	HENRY SCHEIN INC.	49354974	FIRE/DEPARTMENTAL SUPPLIE	08/03/2023	80.81	.00	
4019	HUMPHRIES, INC.	23070897	MULTI DEPT/CYLINDER RENTAL	07/31/2023	153.14	.00	
5033	MACEYS	03-99733	FIRE/DEPARTMENTAL SUPPLIES	08/09/2023	128.89	.00	
9831	ZOLL MEDICAL CORPOR	3779381	FIRE/EQUIPMENT	07/26/2023	1,092.24	.00	
10-55-740 EQUIPMENT							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	33.58	.00	
10-55-760 TECHNOLOGY							
7070	ROCK MOUNTAIN TECHN	6455	EQUIPMENT	08/01/2023	1,760.24	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FIRE DEPARTMENT:					10,434.85	.00	
ANIMAL CONTROL							
10-57-250 VEHICLE EXPENSE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	197.54	.00	
Total ANIMAL CONTROL:					197.54	.00	
STREETS							
10-60-250 VEHICLE EXPENSE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	1,060.81	.00	
10-60-275 STREET LIGHT POWER							
7062	ROCKY MOUNTAIN POW	07012023	STREET LIGHT	07/01/2023	117.05	.00	
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	2,778.47	.00	
10-60-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08022023	PUBLIC WORKS/PHONE EXPENSE	08/01/2023	286.86	.00	
10-60-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9940416737	MULTI DEPT/CELL PHONE EXEPNS	07/23/2023	354.95	.00	
10-60-420 SIDEWALKS							
1277	BUSY BEE CONCRETE	154790	STR/CONCRETE	08/09/2023	270.00	.00	
10-60-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	249.68	.00	
4019	HUMPHRIES, INC.	23070897	MULTI DEPT/CYLINDER RENTAL	07/31/2023	35.34	.00	
5870	OUT BACK GRAPHICS LL	19323	ASSORTED SIGNS	08/08/2023	359.20	.00	
6343	PLEASANT GROVE PRIN	9626	PW/BANNERS	07/22/2023	250.10	.00	
7122	R.P.M. AUTO PARTS	122652	STR/DEPARTMENTAL SUPPLIES	07/26/2023	250.56	.00	
8401	TIMP RENTAL CENTER, I	397756-1	STR/CONCRETE SCARIFIER	08/08/2023	171.50	.00	
Total STREETS:					6,184.52	.00	
LIBRARY							
10-65-240 OFFICE EXPENSE							
2122	CULLIGAN BOTTLED WA	465X22520805	LIB/BOTTLED WATER	06/30/2023	30.35	.00	
2122	CULLIGAN BOTTLED WA	465X22749404	LIB/BOTTLED WATER	07/31/2023	30.35	.00	
10-65-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	LIB/PHONE EXPENSE	08/01/2023	270.78	.00	
1518	CENTURY LINK	07282023	LIB/ELEVATOR LINE	07/28/2023	83.92	.00	
10-65-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9938585228	MULTI DEPT/CELL PHONE EXEPNS	07/01/2023	42.12	.00	
10-65-480 BOOKS							
1472	CAVENDISH SQUARE	CAL3435721	LIB/BOOKS	07/25/2023	204.44	.00	
4159	INGRAM LIBRARY SERVI	76678222	LIB/BOOKS	07/03/2023	428.12	.00	
4159	INGRAM LIBRARY SERVI	76719210	LIB/BOOKS	07/06/2023	204.65	.00	
4159	INGRAM LIBRARY SERVI	76979209	LIB/BOOKS	07/24/2023	315.78	.00	
4159	INGRAM LIBRARY SERVI	77003266	LIB/BOOKS	07/25/2023	212.89	.00	
4159	INGRAM LIBRARY SERVI	77024845	LIB/BOOKS	07/26/2023	340.34	.00	
10-65-485 AUDIO/VISUAL MATERIALS							
978	BLACKSTONE PUBLISHI	2105835	LIB/AUDIO BOOKS	06/14/2023	47.94	.00	
6270	PLAYAWAY PRODUCTS L	436946	LIB/AUDIO MATERIALS	07/28/2023	326.19	.00	
6270	PLAYAWAY PRODUCTS L	437390	LIB/AUDIO MATERIALS	08/03/2023	474.97	.00	
6270	PLAYAWAY PRODUCTS L	437585	LIB/AUDIO MATERIALS	08/04/2023	849.39	.00	
10-65-610 MISCELLANEOUS EXP.							
3571	GURR'S COPYTEC	62887	LIB/POSTER	07/31/2023	6.72	.00	
4225	INTERMOUNTAIN WORK	3425516	LIB/DRUG SCREEN	05/10/2023	34.00	.00	
10-65-640 PROCESSING							
2395	DEMCO, INC.	7330761	LIB/ASSORTED SUPPLIES	07/07/2023	210.46	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LIBRARY:					4,113.41	.00	
SR. CITIZEN CTR & AUDITORIUM							
10-67-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	SC/PHONE EXPENSE	08/01/2023	75.46	.00	
Total SR. CITIZEN CTR & AUDITORIUM:					75.46	.00	
PARKS							
10-70-200 MOWER EXPENSE							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	48.34	.00	
675	AUTO ZONE STORES, IN	6231233865	PARK/DEPARTMENTAL SUPPLIES	07/25/2023	50.99	.00	
2178	CUTLERS, INC.	634648	PARK/MOWER EXPENSE	07/20/2023	119.67	.00	
2178	CUTLERS, INC.	635398	PARK/MOWER EXPENSE	07/27/2023	1,059.98	.00	
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	1,109.27	.00	
6278	PLEASANT GROVE BIG O	044250-48967	PARK/MOWER EXPENSE	07/27/2023	192.65	.00	
10-70-250 VEHICLE EXPENSE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	1,547.82	.00	
10-70-280 TELEPHONE							
1480	CENTRACOM INTERACTI	08012023	CEM/PHONE EXPENS	08/01/2023	53.98	.00	
10-70-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9938585228	MULTI DEPT/CELL PHONE EXEPNS	07/01/2023	463.32	.00	
10-70-320 SPRINKLER & LANDSCAPE							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	127.73	.00	
970	BJ PLUMBING SUPPLY	001004162	PARK/SUPPLIES	07/27/2023	145.96	.00	
2766	EWING IRRIGATION PRO	20159772	PARK/DEPARTMENTAL SUPPLIES	07/26/2023	1,630.80	.00	
2766	EWING IRRIGATION PRO	20171390	PARK/DEPARTMENTAL SUPPLIES	07/27/2023	921.66	.00	
5482	MOUNTAINLAND SUPPLY	S105517326.0	PARK/DEPARTMENTAL SUPPLIES	07/11/2023	29.31	.00	
10-70-330 PLAYGROUND SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	55.64	.00	
10-70-340 DIAMOND CREW SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	202.39	.00	
10-70-350 SERVICE PROJECT SUPPLIES							
8856	UTAH COUNTY AUDITOR	58912	MURDOCK TRAIL EXPENSES 4-202	08/02/2023	722.94	.00	
10-70-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	462.05	.00	
4019	HUMPHRIES, INC.	23070897	MULTI DEPT/CYLINDER RENTAL	07/31/2023	35.34	.00	
10-70-670 SAFETY EQUIP. & SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	30.22	.00	
Total PARKS:					9,010.06	.00	
RECREATION							
10-71-210 MEETINGS & MEMBERSHIPS							
1504	CENTRAL UTAH RECREA	232417	REC/MEMBERSHIP FEES	07/01/2023	175.00	.00	
8983	UTAH RECREATION AND	03802	REC/CONFERENCE REG FEES	07/26/2023	380.00	.00	
8983	UTAH RECREATION AND	03803	REC/CONFERENCE REG FEES	07/26/2023	380.00	.00	
10-71-240 OFFICE EXPENSE							
5729	ODP BUSINESS Solutio	321997556001	REC/OFFICE SUPPLIES	07/12/2023	134.93	.00	
5729	ODP BUSINESS Solutio	322314022001	REC/OFFICE SUPPLIES	07/07/2023	33.41	.00	
8219	TEXTILE TEAM OUTLET	5852	REC/UNIFORMS	05/09/2023	857.50	.00	
8219	TEXTILE TEAM OUTLET	6084	REC/ SHIRTS	06/20/2023	199.06	.00	
10-71-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	232.64	.00	
10-71-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	REC/PHONE EXPENSE	08/01/2023	244.78	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1518	CENTURY LINK	07282023	REC/MONITORING & ALARM LINES	07/28/2023	259.88	.00	
10-71-410 PROGRAM SUPPLIES & EQUIPMENT							
8219	TEXTILE TEAM OUTLET	6063	REC/ SHIRTS	06/14/2023	225.00	.00	
10-71-480 DEPARTMENTAL SUPPLIES							
4019	HUMPHRIES, INC.	23070897	MULTI DEPT/CYLINDER RENTAL	07/31/2023	11.78	.00	
10-71-740 EQUIPMENT							
4747	LES OLSON COMPANY	EQ637965	REC/OFFICE SUPPLIES	06/30/2023	13,857.21	.00	
Total RECREATION:					16,991.19	.00	
LEISURE SERVICES							
10-72-250 VEHICLE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	159.14	.00	
10-72-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9938585228	MULTI DEPT/CELL PHONE EXEPNS	07/01/2023	42.12	.00	
10-72-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	92.68	.00	
Total LEISURE SERVICES:					293.94	.00	
CUSTODIAL SERVICES							
10-74-250 VEHICLE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	189.92	.00	
10-74-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9938585228	MULTI DEPT/CELL PHONE EXEPNS	07/01/2023	42.12	.00	
10-74-420 CONTRACTED SERVICES							
4316	JANI-KING OF SALT LAKE	SCL08230107	CLEANING SERVICES	08/01/2023	1,350.00	.00	
4316	JANI-KING OF SALT LAKE	SLC08230234	CLEANING SERVICES	08/01/2023	2,821.50	.00	
Total CUSTODIAL SERVICES:					4,403.54	.00	
Total GENERAL FUND:					275,128.31	.00	
CLASS C ROAD FUND							
EXPENDITURES							
20-40-480 DEPARTMENTAL SUPPLIES							
3312	GENEVA ROCK PRODUC	2692089	CLASS C ROADS/ASPHALT	07/27/2023	512.40	.00	
20-40-806 VALLEY VIEW SRTS							
3970	HORROCKS ENGINEERS	78782	MULTI DEPT ENGINEERING	07/12/2023	5,322.08	.00	
4292	J.U.B. ENGINEERS, INC.	0164071	GENERAL SERVICES	07/10/2023	1,710.08	.00	
4292	J.U.B. ENGINEERS, INC.	0164071	GENERAL SERVICES	07/10/2023	49.50	.00	
20-40-808 2600 North Reconstruction							
972	BLACK & McDONALD	76-1515022	CLASS C ROADS/900 W STREETLI	07/31/2023	3,838.68	.00	
2192	D AND L SUPPLY CO., IN	146977	2600 N RECONSTRUCTION PROJE	07/13/2023	6,336.00	.00	
2853	FERGUSON ENTERPRIS	1217492	2600 N RECONSTRUCTION	07/18/2023	4,600.00	.00	
5482	MOUNTAINLAND SUPPLY	S105486154.0	2600 N RECONSTRUCTION	07/19/2023	16,952.40	.00	
5482	MOUNTAINLAND SUPPLY	S105486679.0	2600 N RECONSTRUCTION	06/29/2023	11,638.40	.00	
5482	MOUNTAINLAND SUPPLY	S105530654.0	2600 N RECONSTRUCTION -FIRE H	07/17/2023	8,019.48	.00	
5482	MOUNTAINLAND SUPPLY	S105540712.0	2600 N RECONSTRUCTION	07/19/2023	1,899.01	.00	
5482	MOUNTAINLAND SUPPLY	S105550970.0	2600 N RECONSTRUCTION	07/25/2023	4,365.98	.00	
20-40-809 1300 West MAG							
3970	HORROCKS ENGINEERS	78772	MULTI DEPT ENGINEERING	07/12/2023	32,796.67	.00	
20-40-810 1300 East Roadway							
3970	HORROCKS ENGINEERS	78772	MULTI DEPT ENGINEERING	07/12/2023	3,000.00	.00	
Total EXPENDITURES:					101,040.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
BONDS - GENERAL							
20-80-302 300 EAST 900 N TO 1100 N							
3970	HORROCKS ENGINEERS	78782	MULTI DEPT ENGINEERING	07/12/2023	4,762.33	.00	
20-80-550 BOND AGENT FEES							
8741	US BANK	6999917	ADMIN FEE FOR TAX REVENUE BO	07/25/2023	1,750.00	.00	
Total BONDS - GENERAL:					6,512.33	.00	
Total CLASS C ROAD FUND:					107,553.01	.00	
CEMETERY							
22-70-250 VEHICLE							
675	AUTO ZONE STORES, IN	195197CR	CEM/VEHICLE EXPENSE	06/06/2023	39.47-	.00	
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	897.04	.00	
22-70-320 SPRINKLER & LANDSCAPE							
2766	EWING IRRIGATION PRO	120180440	CEM/DEPARTMENTAL SUPPLIES	07/28/2023	278.76	.00	
5482	MOUNTAINLAND SUPPLY	S105527664.0	CEM/SUPPLIES	07/14/2023	302.70	.00	
5715	NORTH POINTE SOLID W	116525-073120	CEM/GARBAGE DISPOSAL FEE	07/31/2023	18.00	.00	
22-70-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	168.88	.00	
4225	INTERMOUNTAIN WORK	3441605	CEM/DRUG SCREEN	07/25/2023	34.00	.00	
Total :					1,659.91	.00	
Total CEMETERY:					1,659.91	.00	
LOCAL BLDG AUTH OF P.G. FUND							
EXPENDITURES							
42-40-490 THE RUTH (HCT) PROJECT							
2587	EARTHTEC ENGINEERIN	1295	HALE CENTER THEATER PROJECT-	05/31/2023	8,622.26	.00	
2587	EARTHTEC ENGINEERIN	1568	HALE CENTER THEATER PROJECT-	06/30/2023	14,702.50	.00	
2587	EARTHTEC ENGINEERIN	897	HALE CENTER THEATER PROJECT-	04/30/2023	1,658.75	.00	
3400	GORDON GEOTECHNICA	11704	HALE CENTER DEVELOPEMENT	08/03/2023	492.50	.00	
4691	LAYTON CONSTRUCTIO	2210140014	HALE THEATER	07/31/2023	1,371,991.38	.00	
Total EXPENDITURES:					1,397,467.39	.00	
Total LOCAL BLDG AUTH OF P.G. FUND:					1,397,467.39	.00	
STORM DRAIN UTILITY FUND							
GENERAL GOVERNMENT							
48-41-250 VEHICLE EXPENSE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	284.94	.00	
5833	O'REILLY AUTOMOTIVE I	3623-487929	STRM DRN/VEHICLE MAINTENANC	07/13/2023	21.99	.00	
48-41-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08022023	PUBLIC WORKS/PHONE EXPENSE	08/01/2023	122.11	.00	
48-41-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9940416737	MULTI DEPT/CELL PHONE EXEPNS	07/23/2023	354.95	.00	
48-41-330 ENGINEERING SERVICES							
3970	HORROCKS ENGINEERS	78782	MULTI DEPT ENGINEERING	07/12/2023	1,992.56	.00	
48-41-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	33.77	.00	
48-41-610 MISCELLANEOUS EXPENSE							
993	BLUE STAKES OF UTAH 8	202302154	EXCAVATION SERVICES	07/31/2023	143.17	.00	
3151	FREEDOM MAILING SER	45854	UTILITY BILL MAILING	08/03/2023	599.50	.00	
4225	INTERMOUNTAIN WORK	3371829	STRM DRN/OFFICE VISIT	10/26/2022	148.40	.00	

WATER FUND

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
EXPENDITURES							
51-40-210 MEETINGS & MEMBERSHIPS							
7141	RURAL WATER ASSOC O	17733	WATER/TRAINING FEE	07/20/2023	255.00	.00	
51-40-240 OFFICE EXPENSE							
3151	FREEDOM MAILING SER	45854	UTILITY BILL MAILING	08/03/2023	1,199.01	.00	
51-40-250 VEHICLE EXPENSE							
675	AUTO ZONE STORES, IN	8231209633	WATER/VEHICLE EXPENSE	06/20/2023	58.89	.00	
1436	CARTERS AUTO & REPAI	21669	WATER/INSPECTION & EMISSIONS	07/20/2023	417.00	.00	
2681	ELITE REPAIRS AND SPE	1213	WATER/VEHICEL REPAIR	08/02/2023	101.20	.00	
2681	ELITE REPAIRS AND SPE	1241	WATER/VEHICLE REPAIR	08/08/2023	1,590.95	.00	
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	1,203.85	.00	
3974	HOSE & RUBBER SUPPL	101815530	WATER/VEHICLE EXPENSE	07/20/2023	496.73	.00	
51-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	31,597.59	.00	
51-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08022023	PUBLIC WORKS/PHONE EXPENSE	08/01/2023	122.11	.00	
51-40-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9940416737	MULTI DEPT/CELL PHONE EXEPNS	07/23/2023	414.08	.00	
9131	VERIZON WIRELESS	9940963820	SEC WATER PUMP HOUSE	08/01/2023	145.12	.00	
51-40-300 PPE SAFETY & UNIFORM							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	25.52	.00	
1368	C-A-L RANCH STORES	13774/8	WATER/ASSORTED SUPPLIES	08/04/2023	365.11	.00	
51-40-330 ENGINEERING							
3970	HORROCKS ENGINEERS	78782	MULTI DEPT ENGINEERING	07/12/2023	1,076.15	.00	
51-40-335 PROFESSIONAL ENGINEERING							
3970	HORROCKS ENGINEERS	78782	MULTI DEPT ENGINEERING	07/12/2023	1,937.07	.00	
3970	HORROCKS ENGINEERS	78782	MULTI DEPT ENGINEERING	07/12/2023	1,829.46	.00	
51-40-340 TESTING & ANALYSIS							
6938	RICHARDS LABORATORI	40004	WATER TESTING	05/03/2023	1,000.00	.00	
6938	RICHARDS LABORATORI	40161	WATER TESTING	05/14/2023	150.00	.00	
6938	RICHARDS LABORATORI	40261	WATER TESTING	05/24/2023	375.00	.00	
6938	RICHARDS LABORATORI	40456	WATER TESTING	06/12/2023	500.00	.00	
6938	RICHARDS LABORATORI	40613	WATER TESTING	06/19/2023	225.00	.00	
6938	RICHARDS LABORATORI	40786	WATER TESTING	06/26/2023	1,075.00	.00	
6938	RICHARDS LABORATORI	40866	WATER TESTING	07/05/2023	750.00	.00	
6938	RICHARDS LABORATORI	41037	WATER TESTING	07/15/2023	275.00	.00	
6938	RICHARDS LABORATORI	41352	WATER TESTING	07/26/2023	300.00	.00	
6938	RICHARDS LABORATORI	41470	WATER TESTING	08/04/2023	875.00	.00	
6938	RICHARDS LABORATORI	41606	WATER TESTING	08/08/2023	250.00	.00	
51-40-420 STREET REPAIRS							
2192	D AND L SUPPLY CO., IN	147451	WATER/DEPARTMENTAL SUPPLIES	07/25/2023	116.00	.00	
3312	GENEVA ROCK PRODUC	2687479	WATER/1100 N 1600 W	07/18/2023	238.80	.00	
3312	GENEVA ROCK PRODUC	2688951	WATER/1570 W 670 N	07/20/2023	747.63	.00	
3312	GENEVA ROCK PRODUC	2690471	WATER/1570 W 670 N	07/25/2023	51.12	.00	
51-40-480 DEPARTMENTAL SUPPLIES							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	70.98	.00	
974	BISCO	1676700	WATER/DEPARTMENTAL SUPPLIES	07/19/2023	241.67	.00	
3974	HOSE & RUBBER SUPPL	01812451	WATER/DEPARTMENTAL SUPPLIES	07/13/2023	43.90	.00	
5482	MOUNTAINLAND SUPPLY	S105493779.0	WATER/DEPARTMENTAL SUPPLIES	06/29/2023	4,365.58	.00	
51-40-481 CHEMICALS							
8233	THATCHER COMPANY	202310011691	WATER/CHLORINE	07/26/2023	7,618.50	.00	
8233	THATCHER COMPANY	202310090550	WATER/CHLORINE EMPTIES	07/27/2023	2,450.00-	.00	
51-40-550 BOND AGENT FEES							
8741	US BANK	7003254	ADMIN FEE FOR WATER REV BON	07/25/2023	1,750.00	.00	
51-40-600 REPAIR & MAINTENANCE							
993	BLUE STAKES OF UTAH 8	202302154	EXCAVATION SERVICES	07/31/2023	143.17	.00	
2192	D AND L SUPPLY CO., IN	146977	WATER/DEPARTMENTAL SUPPLIES	07/13/2023	5,184.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2853	FERGUSON ENTERPRIS	1217933	WATER/DEPARTMENTAL SUPPLIES	07/18/2023	2,300.00	.00	
5482	MOUNTAINLAND SUPPLY	S104954967.0	WATER/DEPARTMENTAL SUPPLIES	06/21/2023	1,431.77	.00	
5482	MOUNTAINLAND SUPPLY	S105319575.0	WATER/DEPARTMENTAL SUPPLIES	06/27/2023	573.43	.00	
5482	MOUNTAINLAND SUPPLY	S105537133.0	WATER/DEPARTMENTAL SUPPLIES	07/19/2023	2,532.69	.00	
5482	MOUNTAINLAND SUPPLY	S105551135.00	WATER/DEPARTMENTAL SUPPLIES	07/25/2023	264.64	.00	
51-40-610 MISCELLANEOUS EXPENSE							
4225	INTERMOUNTAIN WORK	3425579	WATER/PHYSICAL EXAM	05/17/2023	70.00	.00	
4225	INTERMOUNTAIN WORK	3441605	WATER/DRUG SCREEN	07/25/2023	34.00	.00	
51-40-765 SOFTWARE LICENSING							
4286	IWORQ SYSTEMS INC.	200886	WATER/BACKFLOW MANAGEMENT	07/03/2023	7,182.00	.00	
Total EXPENDITURES:					81,119.72	.00	
WATER CAPITAL PROJECTS							
51-70-925 BATTLECREEK SPRING TURBIDITY							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	32.20	.00	
51-70-942 1100 NORTH 700 E TO 1100 EAST							
3970	HORROCKS ENGINEERS	78713	MULTI DEPT ENGINEERING	07/11/2023	1,418.59	.00	
51-70-943 PRV REPLACEMENT							
3970	HORROCKS ENGINEERS	78772	MULTI DEPT ENGINEERING	07/12/2023	852.99	.00	
51-70-960 GATEWAY WELL							
3970	HORROCKS ENGINEERS	78713	MULTI DEPT ENGINEERING	07/11/2023	27,821.54	.00	
51-70-962 1300 East Water Line							
3970	HORROCKS ENGINEERS	78772	MULTI DEPT ENGINEERING	07/12/2023	3,011.11	.00	
51-70-967 1150 E 900 S to Nathaniel							
3970	HORROCKS ENGINEERS	78713	MULTI DEPT ENGINEERING	07/11/2023	167.35	.00	
Total WATER CAPITAL PROJECTS:					33,303.78	.00	
Total WATER FUND:					114,423.50	.00	
SEWER FUND							
52-21320 ACCTS PAYABLE-TIMP SERV DIST.							
8422	TIMP. SPECIAL SERVICE	07312023	IMPACT FEES	07/31/2023	16,656.12	.00	
Total :					16,656.12	.00	
EXPENDITURES							
52-40-240 OFFICE EXPENSE							
3151	FREEDOM MAILING SER	45854	UTILITY BILL MAILING	08/03/2023	1,199.01	.00	
52-40-250 VEHICLE EXPENSE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	1,203.85	.00	
52-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08022023	PUBLIC WORKS/PHONE EXPENSE	08/01/2023	122.11	.00	
52-40-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9940416737	MULTI DEPT/CELL PHONE EXEPNS	07/23/2023	354.95	.00	
52-40-335 PROFESSIONAL ENGINEERING							
3970	HORROCKS ENGINEERS	78782	MULTI DEPT ENGINEERING	07/12/2023	215.23	.00	
52-40-350 CHARGES FOR TREATMENT							
1780	CITY OF CEDAR HILLS	08012023	WEDGEWOOD DRIVE SEWER	08/01/2023	156.35	.00	
52-40-600 REPAIR & MAINTENANCE							
993	BLUE STAKES OF UTAH 8	202302154	EXCAVATION SERVICES	07/31/2023	143.17	.00	
2192	D AND L SUPPLY CO., IN	147655	SEC WATER/DEPARTMENTAL SUPP	07/31/2023	706.00	.00	
3305	GENEVA PIPE COMPANY	OR417576	SEWER/DEPARTMENTAL SUPPLIES	07/25/2023	17.72	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total EXPENDITURES:					4,118.39	.00	
Total SEWER FUND:					20,774.51	.00	
SECONDARY WATER EXPENDITURES							
54-40-250 VEHICLE							
3166	FUELMAN	64870582	MULTI DEPT/VEHICLE FUEL EXPEN	08/07/2023	1,203.85	.00	
54-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	5,570.80	.00	
54-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08022023	PUBLIC WORKS/PHONE EXPENSE	08/01/2023	122.11	.00	
54-40-300 PPE SAFETY & UNIFORM							
1368	C-A-L RANCH STORES	13638/8	SEC WATER/CLOTHING	07/10/2023	431.20	.00	
1368	C-A-L RANCH STORES	13639/8	SEC WATER/CLOTHING	07/10/2023	44.98	.00	
1368	C-A-L RANCH STORES	13673/8	SEC WATER/CLOTHING	07/16/2023	138.96	.00	
54-40-420 STREET REPAIRS							
3312	GENEVA ROCK PRODUC	2694507	SEC WATER/SUPPLIES	08/01/2023	66.60	.00	
54-40-480 DEPARTMENTAL SUPPLIES							
974	BISCO	1677193	SEC WATER/DEPARTMENTAL SUPP	08/01/2023	418.68	.00	
54-40-600 REPAIR & MAINTENANCE							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	66.74	.00	
993	BLUE STAKES OF UTAH 8	202302154	EXCAVATION SERVICES	07/31/2023	143.16	.00	
3525	GRISWOLD INDUSTRIES	873334	SEC WATER/DEPARTMENTAL SUPP	07/18/2023	3,950.50	.00	
5482	MOUNTAINLAND SUPPLY	S105427099.0	SEC WATER/DEPARTMENTAL SUPP	07/18/2023	118.64	.00	
5482	MOUNTAINLAND SUPPLY	S105478911.00	SEC WATER/DEPARTMENTAL SUPP	06/22/2023	902.50-	.00	
5482	MOUNTAINLAND SUPPLY	S105520936.0	SEC WATER/DEPARTMENTAL SUPP	07/12/2023	50.60	.00	
5482	MOUNTAINLAND SUPPLY	S105543185.0	SEC WATER/DEPARTMENTAL SUPP	07/20/2023	107.08	.00	
5482	MOUNTAINLAND SUPPLY	S105543185.0	SEC WATER/DEPARTMENTAL SUPP	07/21/2023	8.60	.00	
5482	MOUNTAINLAND SUPPLY	S105543223.0	SEC WATER/DEPARTMENTAL SUPP	07/20/2023	62.39-	.00	
54-40-603 SECONDARY WATER PHASE 2							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	2,639.80	.00	
Total EXPENDITURES:					14,117.41	.00	
CAPITAL PROJECTS							
54-70-945 SECONDARY METERING							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	67.88	.00	
700	BADGER METER, INC	80134409	SEC WATER/SUPPLIES	07/29/2023	10.23	.00	
970	BJ PLUMBING SUPPLY	1005021	SECONDARY METERING EXPENSE	08/03/2023	151.21	.00	
4040	HYDRO SPECIALTIES CO	27103	ORION CELLULAR ENDPOINT W/IN	06/30/2023	37,886.40	.00	
4040	HYDRO SPECIALTIES CO	27108	ORION CELLULAR ENDPOINT W/IN	07/05/2023	113,659.20	.00	
4040	HYDRO SPECIALTIES CO	27232	BADGER METER EQUIPMENT	08/02/2022	924.94	.00	
6134	PETERSON PLUMBING S	3013703.3	SECONDARY METERING EXPENSE	06/01/2023	45,790.00	.00	
6134	PETERSON PLUMBING S	3013703.4	SECONDARY METERING EXPENSE	06/08/2023	54,341.80	.00	
6134	PETERSON PLUMBING S	3013703.5	SECONDARY METERING EXPENSE	06/20/2023	26,790.40	.00	
6134	PETERSON PLUMBING S	3013703.6	SECONDARY METERING EXPENSE	06/27/2023	61,497.20	.00	
6134	PETERSON PLUMBING S	3013703.7	SECONDARY METERING EXPENSE	07/11/2023	44,772.00	.00	
6134	PETERSON PLUMBING S	3086116	SECONDARY METERING EXPENSE	08/02/2023	890.36	.00	
6134	PETERSON PLUMBING S	3087825	SECONDARY METERING EXPENSE	08/04/2023	753.40	.00	
54-70-946 1300 East Roadway							
3970	HORROCKS ENGINEERS	78772	MULTI DEPT ENGINEERING	07/12/2023	1,000.00	.00	
Total CAPITAL PROJECTS:					388,535.02	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SECONDARY WATER:					402,652.43	.00	
CAPITAL EQUIPMENT							
58-40-630 COMPUTER PURCHASES							
7070	ROCK MOUNTAIN TECHN	6455	EQUIPMENT	08/01/2023	32,534.19	.00	
Total :					32,534.19	.00	
Total CAPITAL EQUIPMENT:					32,534.19	.00	
SANITATION FUND							
EXPENDITURES							
62-40-432 TIPPING FEES							
5715	NORTH POINTE SOLID W	116520-073120	RESIDENTIALGARBAGE DISPOSAL	07/31/2023	33,611.04	.00	
62-40-437 CITY CLEANUP							
5715	NORTH POINTE SOLID W	116524-073120	GARBAGE DISPOSAL FEE	07/31/2023	6.00	.00	
Total EXPENDITURES:					33,617.04	.00	
Total SANITATION FUND:					33,617.04	.00	
SWIMMING POOL							
SWIMMING POOL							
71-73-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	08012023	POOL/PHONE EXPENSE	08/01/2023	75.46	.00	
71-73-382 POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	3,785.74	.00	
71-73-420 CONTRACTED SERVICES							
6066	PEAK SOFTWARE SYSTE	026017	REC/REGISTRATION SOFTWARE	07/05/2023	20.97	.00	
8156	TCI SECURITY OF UTAH	37976	POOL/ALARM MONITORING	07/20/2023	45.00	.00	
8877	UTAH COUNTY HEALTH	07022023-578	POOL SPA PERMIT	07/02/2023	100.00	.00	
71-73-460 CONCESSION STAND EXPENSE							
1863	SWIRE COCA-COLA USA,	36469934022	POOL/SNACK BAR EXPENSE	07/07/2023	542.95	.00	
8088	SYSCO INTERMOUNTAIN	585104974	POOL/CONCESSIONS	07/08/2023	2,028.76	.00	
8088	SYSCO INTERMOUNTAIN	585120175	POOL/CONCESSIONS	07/15/2023	1,865.94	.00	
8088	SYSCO INTERMOUNTAIN	585126428	POOL/CONCESSIONS	07/20/2023	83.25	.00	
8088	SYSCO INTERMOUNTAIN	585133414	POOL/CONCESSIONS	07/22/2023	2,577.00	.00	
8088	SYSCO INTERMOUNTAIN	585146903	POOL/CONCESSIONS	07/29/2023	1,311.98	.00	
8088	SYSCO INTERMOUNTAIN	585153914	POOL/CONCESSIONS	08/01/2023	82.85	.00	
8088	SYSCO INTERMOUNTAIN	585162669	POOL/CONCESSIONS	08/05/2023	1,006.14	.00	
8877	UTAH COUNTY HEALTH	08022023-578	POOL/HEALTH PERMITS	08/02/2023	100.00	.00	
71-73-481 CHEMICALS							
1338	C.E.M.	13202	POOL/SWIM POOL MAINTENANCE	07/03/2023	461.76	.00	
1338	C.E.M.	13261	POOL/SWIM POOL MAINTENANCE	07/05/2023	3,540.11	.00	
1338	C.E.M.	13431	POOL/SWIM POOL MAINTENANCE	07/13/2023	4,390.34	.00	
Total SWIMMING POOL:					22,018.25	.00	
Total SWIMMING POOL:					22,018.25	.00	
COMMUNITY CENTER							
72-34-310 RECREATION FEE REVENUES							
2862	FIETKAU, CHANDLER	07302023	REC/CONTRACTED SERVICES	07/30/2023	31.50	.00	
5632	NEWBRY, JULIA ANN	07302023	REC/CONTRACTED SERVICES	07/30/2023	252.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total :					283.50	.00	
72-71-061 COMMUNITY CTR - POWER							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	6,263.85	.00	
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	13.49	.00	
72-71-062 COMMUNITY CTR - BLDG MAINT							
239	ALLRED ACE HARDWAR	07312023	MULT DEPT/DEPARTMENT SUPPLI	07/31/2023	4.79	.00	
72-71-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	08082023	MULTI DEPT/ELECTRICITY EXPENS	08/08/2023	500.24	.00	
72-71-410 PROGRAM SUPPLIES & EQUIPMENT							
5549	NATIONAL BACKGROUN	1296	REC/BACKGROUND CHECKS	08/01/2023	81.60	.00	
5729	ODP BUSINESS Solutio	320798969001	REC/DEPARTMENTAL SUPPLIES	07/11/2023	438.98	.00	
5855	ORLANDIS PRODUCTION	29	REC/DJ SERVICES	07/21/2023	400.00	.00	
6196	PETTY CASH-RECREATI	07202023	PETTY CASH RECREATION	07/20/2023	169.67	.00	
8219	TEXTILE TEAM OUTLET	5849	REC/UNIFORMS	05/08/2023	402.48	.00	
8219	TEXTILE TEAM OUTLET	6140	REC/UNIFORMS	07/03/2023	200.16	.00	
8219	TEXTILE TEAM OUTLET	6141	REC/UNIFORMS	07/03/2023	178.75	.00	
8219	TEXTILE TEAM OUTLET	6155	REC/UNIFORMS	07/07/2023	853.15	.00	
8219	TEXTILE TEAM OUTLET	6157	REC/UNIFORMS	07/07/2023	240.66	.00	
8219	TEXTILE TEAM OUTLET	6197	REC/UNIFORMS	07/17/2023	71.70	.00	
8965	UTAH NSA SOFTBALL	PG2023-1006	REC/UMPIRING	07/12/2023	208.00	.00	
8965	UTAH NSA SOFTBALL	PG2023-1006A	REC/UMPIRING	07/10/2023	408.00	.00	
9207	WALKER, MADELYN	08072023	REC/CONTRACTED SERVICES-BAS	08/07/2023	7,237.58	.00	
72-71-420 CONTRACTED SERVICES							
1540	CHAMBERLAIN, SCOTT	112	REC/MAGIC CLASSES	06/26/2023	806.00	.00	
4740	LES MILLS UNITED STAT	SIV0300612	REC/LES MILLS BASIC	07/01/2023	578.00	.00	
6540	PRO TECH PEST MANAG	22787	REC/PEST CONTROL	07/24/2023	105.00	.00	
7135	RUBEN BUSINESS SOLU	1135	REC/CONTRACTER SERVICES	06/29/2023	3,062.50	.00	
7135	RUBEN BUSINESS SOLU	1153	REC/CONTRACTER SERVICES	07/30/2023	1,347.50	.00	
8156	TCI SECURITY OF UTAH	37976	REC/ALARM MONITORING	07/20/2023	60.00	.00	
72-71-740 Equipment							
1219	BSN SPORTS COLLEGIA	921914184	REC/PROGRAM SUPPLIES	07/21/2023	1,522.93	.00	
Total :					25,155.03	.00	
Total COMMUNITY CENTER:					25,438.53	.00	
CULTURAL ARTS							
PROGRAM EXPENDITURES							
73-71-550 ARTS COUNCIL EXPENSE							
6343	PLEASANT GROVE PRIN	9573	ARTS/POSTERS FOR CONCERTS I	05/02/2023	54.00	.00	
Total PROGRAM EXPENDITURES:					54.00	.00	
Total CULTURAL ARTS:					54.00	.00	
RECREATION							
CARE TAX							
76-76-702 ARTS							
3519	GRIFFITHS, ELIZABETH	02102023	PG PLAYERS/CONTRACTER SERVI	02/10/2023	288.00	.00	
76-76-703 SPECIAL PROJECTS							
5033	MACEYS	311738	PD/FOOD	07/26/2023	26.36	.00	
5033	MACEYS	316175	PD/FOOD	07/25/2023	164.58	.00	
5033	MACEYS	316980	PD/FOOD	07/26/2023	13.96	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
			Total CARE TAX:		492.90	.00	
			Total RECREATION:		492.90	.00	
			Grand Totals:		2,568,771.54	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Finance Director: _____

Report Criteria:
Invoices with totals above \$0 included.
Only unpaid invoices included.