

Pleasant View City Council

Meeting Agenda

Tuesday, June 9, 2026

6:00 p.m.

6:00 P.M. **1. Introduction.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought: *(Councilmember Sean Wilkinson)*
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

6:05 P.M. **2. Consent Items.**

- a. Minutes of April 29, 2026, and May 26, 2026 (open & closed).
- b. Bills of Pleasant View City.

6:10 P.M. **3. Founders Day Honorees.** Introduction and presentation of the 2026 Founders Day Honorees.

- a. **King of Pop Bike Parade Leader.** Recognition of Jameson Page.
- b. **Grand Marshals.** Recognition of Rex & Diane Cragun.

6:25 P.M. **4. Amend Garbage Collection and Disposal Ordinance.** Discussion and possible action to amend Chapter 8.05-Garbage Collection and Disposal to follow the garbage can replacement program, Ordinance 2026-14. *(Presenter: Mike Littlefield)*

6:35 P.M. **5. Amend Skyline Drive Rail Crossing Project Agreement.** Discussion and possible action to amend Skyline Drive Rail Crossing Project Agreement for additional funding for property acquisition. *(Presenter: Andrea Steiniger)*

6:45 P.M. **6. Amend Professional Services Agreement.** Discussion and possible action to amend the Professional Services Agreement with Gage Arnold for prosecuting attorney services. *(Presenter: Andrea Steiniger)*

6:50 P.M. **7. 500 West Reservoir Abandonment & New Line Project – Award Bid.** Discussion and possible action to award the 500 West Reservoir Abandonment & New Line Project bid to Ormond Construction in the amount of \$523,039.15. *(Presenter: Tyson Jackson)*

7:00 P.M. **8. Insurance Coverage.** Discussion and possible action to approve Insurance Coverage for the fiscal year 2026-2027 with Utah Local Governments Trust. *(Presenter: Laurie Hellstrom)*

7:05 P.M. **9. Salary for the Justice Court Judge.** Set the salary for the Justice Court Judge to \$37,004 for the fiscal year 2026-2027, in accordance with the salary schedule and requirements outlined by the State of Utah. *(Presenter: Andrea Steiniger)*

7:10 P.M. **10. Public Hearing - Compensation.** Discussion and possible consideration to approve Compensation Increases for Executive Municipal Officers for the fiscal year 2026-2027, Ordinance 2026-15. *(Presenter: Laurie Hellstrom)*

- 7:15 P.M. **11. Pick-up Election for Public Safety.** Discussion and possible action to adopt a Resolution stating the City's participation in contributions to the Utah Retirement Systems for Public Safety, Resolution 2026-N. *(Presenter: Laurie Hellstrom)*
- 7:20 P.M. **12. Budget Workshop.**
- 7:30 P.M. **13. Public Hearings – Budgets.**
a. Amend. Discussion and possible action to adopt the amended 2025-2026 fiscal year budget, Resolution 2026-O.
b. Adopt. Discussion and possible action to adopt the 2026-2027 fiscal year budget or interim budget and Pay Ranges, Resolution 2026-P.
- 7:45 P.M. **14. Property Tax Levy.** Discussion and possible action to adopt the Property Tax Levy, Resolution 2026-Q. *(Presenter: Laurie Hellstrom)*
- 7:50 P.M. **15. Property Tax Impact Schedule.** Discussion and possible action to adopt the Property Tax Impact Schedule, Resolution 2026-R. *(Presenter: Laurie Hellstrom)*
- 7:55 P.M. **16. Consolidated Fee Schedule.** Discussion and possible action to amend the Consolidated Fee Schedule, Resolution 2026-S. *(Presenter: Laurie Hellstrom)*
- 8:10 P.M. **17. Fraud Risk Assessment.** Review of the Fraud Risk Assessment for the 2025-2026 fiscal year. *(Presenter: Laurie Hellstrom)*
- 8:15 P.M. **18. Franchise Agreement.** Discussion and possible action to approve a Franchise Agreement with Comcast. *(Presenter: Andrea Steiniger)*
- 8:20 P.M. **19. Other Business.**
- 8:30 P.M. **20. Adjournment.**

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, June 9, 2026, commencing at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

April 29, 2026

The public meeting was held in the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 3:32 P.M.

MAYOR:

Steve Gibson - *called to order*

COUNCILMEMBERS:

Ann Arrington
Johnny Ferry (absent)
David Marriott – *conducted the meeting*
Sara Urry
Sean Wilkinson

STAFF:

Andrea Steiniger
Tyson Jackson
Heather Gale
Mike Hurst
Robbie Done
Cindy Harrison
Stetson Talbot

VISITORS:

Wynn Phillips
Lynn Christensen
Becky Stokes
Jerry Burns

Business:

1. Founder's Day Celebration Work Session.

The Founder's Day committee met for the first work session for the Founder's Day Celebration 2026.

Adjournment: 4:53 P.M.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

May 26, 2026

The public meeting was held at City Hall, 520 W Elberta Drive, Pleasant View, Utah, commencing at 6:00 P.M.

MAYOR:

Steve Gibson

COUNCILMEMBERS:

Ann Arrington

Johnny Ferry

David Marriott (*absent*)

Sara Urry (*absent during items #5 thru #18*)

Sean Wilkinson

STAFF:

Andrea Z Steiniger

Laurie Hellstrom

Tyson Jackson

Stetson Talbot

Mike Littlefield

Brody Flint-attorney

VISITORS:

Sara Wichem

Sunni Wilkinson

Glenn Mower

Jon Bell

Russ Bennion

Simon Post

Dana Gibson

Chris Casey

Lisa Bell

Stacey Dixon

Linda Bennion

1. Introduction.

- a. **Pledge of Allegiance and Opening Prayer, Reading, or Expression of Thought: (*Councilmember Johnny Ferry*).**
- b. **Declaration of Conflicts of Interest.** None were given.
- c. **Public Comments/Questions for the Mayor & Council (limited to 3 minutes).**
Stacey Dixon requested funding for a musical production performed in North Ogden.

2. Consent Items. Bills of Pleasant View City.

Motion was made by CM Wilkinson to approve the bills of Pleasant View City. 2nd by CM Ferry. Voting Aye: CM Arrington, CM Ferry, CM Urry and CM Wilkinson. 4-0.

3. Caught Being Good. Presentation of award. (*Presenters: Neighborhoods in Action Committee - Mayor Gibson & Dana Gibson*)

Sunni Wilkinson recognized Lisa Bell as the May 2026 recipient of the “Caught Being Good” award in Pleasant View for her kindness, community service, and positive impact on others. She was recently noticed cleaning up dog waste left by another owner during a walk, reflecting her thoughtful and caring nature. Lisa also volunteers weekly at a local animal shelter, fosters animals in need, and is known for helping neighbors, friends, and customers whenever she can. In addition to her community service, she owns a popular hair design studio where clients appreciate both her talent and warm personality. Mayor Gibson: there is importance in small acts of kindness. Thank you Lisa for exemplifying the values that strengthen the community.

4. TUF Fees – Public Hearing. Discussion and possible action to increase the Transportation Utility Fee (TUF) which helps fund the construction, maintenance, and operation of the City’s transportation system, including streets, sidewalks, and related improvements, Ordinance 2026-12. (Presenter: Sarah Wichern with Jones & Associates)

Mayor Gibson: this is a possible action to increase the Transportation Utility Fee (TUF) to fund construction, maintenance, and operation of the City’s transportation system, including streets, sidewalks, and related improvements.

Motion was made by CM Arrington to open a public hearing to consider increasing the TUF fee. 2nd by CM Wilkinson. Voting aye: CM Arrington, CM Ferry, CM Urry and CM Wilkinson. Motion passed 4-0.

There was a motion to close the public hearing and let Sarah give her presentation and then open a public hearing.

Motion was made by CM Arrington to close the public hearing. 2nd by CM Ferry. Voting aye: CM Arrington, CM Ferry, CM Urry and CM Wilkinson. Motion passed 4-0.

Sarah Wichern with Jones & Associates, presented an overview of the Transportation Utility Fee study. She explained that state and local funding sources have not kept pace with rising construction and maintenance costs. The proposed TUF is intended to provide dedicated funding for road maintenance and preservation in Pleasant View.

Sarah explained:

- The TUF is a usage-based fee rather than a tax.
- Maintaining roads proactively through chip sealing and preservation is significantly less expensive than full reconstruction.
- Pleasant View currently faces approximately \$1 million annually in road maintenance needs.
- Many city roads are nearing the end of their service life.
- Commercial properties were categorized based on traffic generation and road impact.
- Heavy truck traffic significantly contributes to road degradation.

Sarah reviewed several fee schedule options, including:

- A recommended residential fee of approximately \$13.86 per month.
- Alternative phased-in schedules beginning at lower rates and increasing incrementally over time.

Council discussed whether to adopt a phased fee schedule or revisit rates annually.

Questions from Council included:

- Clarification that proposed fees would replace the current \$4 monthly fee.
- Whether future increases would require additional hearings or studies.
- Comparisons with neighboring cities’ commercial transportation fees.
- How roads are prioritized for maintenance and reconstruction.

- Whether developers and heavy construction traffic could contribute additional road impact funding.

Sarah explained that:

- The current study would remain valid for approximately 10 years.
- Road prioritization considers utility projects, road condition, traffic volume, and preservation opportunities.
- Existing transportation impact fees address long-term system impacts but not temporary construction damage.

Mayor Gibson: roads remain one of the most common resident complaints and acknowledged the difficulty of addressing deteriorating infrastructure with current funding levels. Several councilmembers expressed support for increasing the fee in order to preserve roads and avoid higher reconstruction costs in the future. The public hearing was formally opened.

Simon Post, 301 W. 3925 N.: I am in support of increasing the fee. The roads in the city are in poor condition and my street has not been resealed in 10 years I have lived here. Just rip off the bandage. Where are the funds earmarked? How do you prioritize which roads are done first? When will Elberta Drive be done?

Mayor Gibson: Elberta Drive also needs to be widened and we have the money to widen it. Hats off to our Pubic Works for doing what they have done with limited funds.

Russ Bennion, 1628 W. 3125 N.: I walk daily down Pleasant View Drive and I am astounded by the heavy equipment on city roads. Are construction companies donating or paying their fair share towards the damage to the roads?

Motion was made by CM Ferry to close the public hearing. 2nd by CM Wilkinson. Voting aye: CM Arrington, CM Ferry, CM Urry and CM Wilkinson. Motion passed 4-0.

Councilmembers discussed:

- The importance of proactive road maintenance.
- The need for increased transparency and long-term road maintenance planning.
- Potential use of improved software and technology to better track and schedule maintenance projects.
- The burden of fee increases on residents while balancing infrastructure needs.

Motion was made by CM Urry to increase the Transportation Utility Fee, Ordinance 2026-12 with the 'Exhibit A' being the fees in Scenario #2 of the Transportation Utility Fee Schedule as presented by Jones & Associates (\$16.96 for residential and corresponding commercial fees) and to annually revisit the fees with the budget. 2nd by CM Arrington. Roll call vote. Voting aye: CM Ferry, CM Arrington and CM Urry. Voting nay: CM Wilkinson. Motion passed 3-1.

5. TUF Appeal Process. Discussion and possible action to update the existing appeals process to include specific information regarding appeals to the Transportation Utility Fee (TUF), Resolution 2026-J. (Presenter: Sarah Wichern with Jones & Associated)

Sarah Wichern: The State now requires specific procedures related to Transportation Utility Fees (TUF). The City already has an appeals process in place, and the proposed update simply adds language requiring applicants appealing a TUF assessment to provide traffic counts or other verification information so the city can properly evaluate appeals. These changes are being adopted by resolution rather than ordinance, as they are administrative updates outlining how the City will proceed.

Motion was made by CM Arrington to adopt Resolution 2026-J, updating the existing appeals process to include specific information regarding Transportation Utility Fee appeals. 2nd by CM Ferry. Roll call vote. Voting aye: CM Arrington, CM Ferry and CM Wilkinson. Motion passed 3-0.

6. Creation of a Transportation Utility Fund. Discussion and possible action create a Transportation Utility Fund separate from other funds of the City, Resolution 2026-K. (Presenter: Sarah Wichern with Jones & Associated)

Sarah Wichern: the City previously used a transportation fund for the Transportation Utility Fee collections. The State now requires all TUF revenues to be placed into a separate dedicated fund and not combined with other transportation-related funds. The proposed Transportation Utility Fund would satisfy that requirement. Mayor Gibson: creating a separate account is a positive step to ensure funds are used specifically for roads and transportation purposes. Mayor Gibson asked for questions or comments. None were given.

Motion was made by CM Wilkinson to adopt Resolution 2026-K establishing the Transportation Utility Fund. 2nd by CM Ferry. Roll call vote. Voting aye: CM Ferry, CM Arrington, CM Wilkinson. Motion passed 3-0.

7. E-Bikes. Discussion and possible action to adopt regulations for Electric Bicycles, Motor-Driven Cycles and Related Devices, Ordinance 2026-13. (Presenter: Stetson Talbot)

The council discussed e-bikes, scooters, and other motorized devices due to growing safety concerns, especially on sidewalks and shared pathways. Stetson Talbot: complaints mostly involve groups of kids riding recklessly, speeding, weaving through pedestrians, and nearly causing collisions. The council discussed balancing safety with allowing kids and families to use e-bikes for transportation and recreation. They discussed possible speed limits on pathways, clearer definitions tied to Utah law, and enforcement challenges. The council agreed more work was needed before adopting the ordinance and directed Stetson Talbot to revise it based on the discussion and community concerns.

Motion was made by CM Arrington to table and allow Chief Talbot to incorporate the ideas from the discussion. 2nd by CM Ferry. Voting aye: CM Arrington, CM Ferry and CM Wilkinson. Motion passed 3-0.

8. Amend Development Agreement with Woodsonia Farr West LLC. Discussion and consideration to enter into a First Amendment to the Development Agreement with Woodsonia Farr West LLC, regarding the purchase of UDOT required lighting for the 2700 North street right-of-way, Resolution 2026-L. (Presenter: Steve Gibson)

Tabled upon request of Brody Flint, City Attorney. There have been emails going back and forth with the developer. We need time to negotiate.

Motion was made by CM Ferry to table. 2nd by CM Arrington. Voting aye: CM Arrington, CM Ferry and CM Wilkinson. Motion passed 3-0.

9. Property Tax Impact Schedule. Presentation of the Property Tax Impact Schedule again and consider amendments to the Schedule. (Presenter: Laurie Hellstrom)

Laurie Hellstrom: the property tax impact schedule includes the codification of the municipal ordinance, but the mayor wants to begin that process now. There is also a request to hire a planner and we need to figure out how to fund that position. The schedule can be amended.

10. Budget Workshop.

Laurie Hellstrom asked the council if they had any additional comments or changes to the budget. She stated that she is gathering changes from staff and there will some changes to the budget and fee schedule.

11. Set Public Hearing – Truth in Taxation. Set a public hearing for a Truth in Taxation Public hearing for the consideration to increase the certified tax rate.

Motion was made by CM Arrington to set the Truth in Taxation public hearing to August 4th at 6:00 PM in at city hall with alternative dates of August 18th at 6:00 PM and August 25th at 6:00 PM. 2nd by CM Wilkinson. Voting Aye: CM Ferry, CM Wilkinson, and CM Arrington. Motion passed 3-0.

12. Budget Amendments - Public Hearing. Discussion and possible action to amend the 2025-2026 fiscal year budgets:

- a. Transfer \$1,050,000 to the Storm Sewer Fund from City Funds for the completion of the Decant Facility Project as follows:
 - \$350,000 from the General Fund
 - \$700,000 from the Equipment Fund
- b. Amend and increase budgets in the amount of \$191,000 in expenditures for the completion of the Decant Facility Project as follows:
 - \$41,000 - Road & Sidewalk Fund
 - \$50,000 - Water Fund
 - \$50,000 - Sewer Fund
 - \$50,000 - Solid Waste Fund
- c. Amend and increase the Solid Waste Fund's Budget by \$25,775 for the purchase of garbage containers.
- d. Amend and increase the General Fund's Legislative Budget by \$21,000 for the codification and update of the Municipal Codes.

Resolution 2026-M. (Presenter: Laurie Hellstrom)

Laurie Hellstrom reviewed the budget amendments with the council. CM Arrington: are we going to discontinue recycling? CM Wilkinson: there will be directions on the transfer station.

Motion was made by CM Arrington to adopt Resolution 2026-M amend the budget as presented by Laurie. 2nd by CM Wilkinson. Roll call vote. Voting Ay: CM Ferry, CM Wilkinson, and CM Arrington. Motion passed 3-0.

13. Garbage Containers. Discussion and possible action to request the purchase of garbage containers in the amount up to \$25,775 from Schaefer. (Presenter: Tyson Jackson)

Motion was made by CM Ferry to purchase garbage containers in the amount of \$25,775. 2nd by CM Wilkinson. Voting aye: CM Arrington, CM Ferry and CM Wilkinson. Motion passed 3-0.

14. Land Use Applications. Discussion on Land Use Applications.

Brody Flint asked for direction on creating an appeal authority to replace the Board of Adjustment. He 100% recommends the change. CM Wilkinson: it will cost. Brody Flint discussed different development options such as development agreements and variances governed by state law.

15. Set Training Date. Set a training date to discuss the city council's legislative powers and duties with the City Attorney.

August 11, 2026 was set as the training date for a work session.

16. Other Business.

Tyson Jackson: three major projects are moving forward.

Stetson Talbot: one officer is leaving and we have hired a replacement. Sarah Hayes is using case #'s to track her activity.

CM Ferry: I have training with Tyson this Friday.

CM Arrington: we need a new local agreement with North Ogden for the Senior center's O&M. There is a request for \$2k for carpet. I would like to send the money straight to the Seniors. Is North Ogden using the funds on the facility?

Mayor Gibson: I will be giving 10 coins to each of the council and coins to employees and others. We need to have list so as not to duplicate. We are charging \$5 each. CM Marriott said he is happy on how Founders Day is coming.

17. Closed Meeting. Consideration for the discussion of the character, professional competence, or physical or mental health of an individual pursuant to the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

Motion was made by CM Wilkinson to go into a closed meeting to discuss the competency and character of an individual. 2nd by CM Arrington. Roll call vote. Voting Aye: CM Ferry, CM Arrington and CM Wilkinson. Motion passed 3-0.

Mayor Gibson signed an affidavit for the reason of the closed meeting.

Motion was made by CM Ferry to end the closed meeting. 2nd by CM Wilkinson. Voting Aye: CM Arrington, CM Ferry and CM Wilkinson. Motion passed 3-0.

18. Adjournment 9:11 PM

Motion to adjourn CM Ferry. 2nd by CM Wilkinson. Voting Aye: CM Ferry, CM Arrington and CM Wilkinson. Motion passed 3-0.

**MINUTES OF THE CLOSED MEETING OF THE
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

May 26, 2026

MAYOR:

Steve Gibson

COUNCILMEMBERS:

Ann Arrington
Johnny Ferry
David Marriott (absent)
Sara Urry (absent)
Sean Wilkinson

STAFF:

Stetson Talbot
Brody Flint

The public meeting was held in the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 8:07 P.M.

BUSINESS:

17. Closed Meeting – Discuss the character and competency of an individual.

Motion was made by CM Wilkinson to go into a closed meeting to discuss the competency and character of an individual. 2nd by CM Arrington. Roll call vote. Voting Aye: CM Ferry, CM Arrington and CM Wilkinson. Motion passed 3-0.

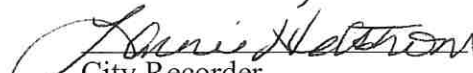
Mayor Gibson signed an affidavit for the reason of the closed meeting.

Pursuant to Utah Code Annotated, Sections 52-4-205 & 52-4-206, I, Steve Gibson, do solemnly swear that the sole purpose for closing the meeting dated May 26, 2026, was to discuss the character and competency of an individual.

Dated this 27 day of May, 2026


Steve Gibson, Mayor

Subscribed and sworn to before me this 27th day of May, 2026


City Recorder

Motion was made by CM Ferry to end the closed meeting. 2nd by CM Wilkinson. Voting Aye: CM Arrington, CM Ferry and CM Wilkinson. Motion passed 3-0.

Adjournment: 9:11 P.M.

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-13120 DEVELOPMENT RECEIVABLES					
ZION'S BANK-BANKCARD	051826-PLAN	WEBER COUNTY RECORDER-RECORDING	05/18/2026	63.00	63.00
Total 10-13120 DEVELOPMENT RECEIVABLES:				63.00	63.00
10-13122 UTAH SALES TAX PAID RECEIVABLE					
ZION'S BANK-BANKCARD	051826-CINDY	BEE YOU TEES-STAFF SHIRTS	05/18/2026	15.66	15.66
ZION'S BANK-BANKCARD	051826-CINDY	WALMART-REC SUPPLIES	05/18/2026	12.42	12.42
ZION'S BANK-BANKCARD	051826-CINDY	COSTCO-SNACKS	05/18/2026	1.39	1.39
ZION'S BANK-BANKCARD	051826-CINDY	SMITHS-SNACKS	05/18/2026	.67	.67
ZION'S BANK-BANKCARD	051826-CINDY	BIG 5-REC SUPPLIES	05/18/2026	5.07	5.07
ZION'S BANK-BANKCARD	051826-HEATH	BEST WESTERN PLUS-2026 UAPT CONF LODGING	05/18/2026	44.70	44.70
ZION'S BANK-BANKCARD	051826-POLIC	LEES-APPRECIATION BBQ	05/18/2026	1.15	1.15
ZION'S BANK-BANKCARD	051826-PWS	QUALITY QUICK PRINT-INSPECTOR BUSINESS CARD	05/18/2026	1.38	1.38
Total 10-13122 UTAH SALES TAX PAID RECEIVABLE:				82.44	82.44
10-35-100 COURT FINES					
UTAH STATE TREASURE	053126	FINE/STATE FOR DWR	05/31/2026	29.52	29.52
UTAH STATE TREASURE	053126	FINE/STATE FOR SURCHARGE-90% SURCHARGE	05/31/2026	987.66	987.66
UTAH STATE TREASURE	053126	FINE/STATE FOR SURCHARGE-35% SURCHARGE	05/31/2026	1,229.16	1,229.16
UTAH STATE TREASURE	053126	SECURITY SURCHARGE TO COURT SECURITY 80% OF \$32	05/31/2026	1,339.58	1,339.58
UTAH STATE TREASURE	053126	COURT SECURITY ACCOUNT	05/31/2026	1,465.16	1,465.16
UTAH STATE TREASURE	053126	DEFERRED PROSECUTION ADMIN FEE	05/31/2026	5.00	5.00
Total 10-35-100 COURT FINES:				5,056.08	5,056.08
10-42-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	051826-AMAN	AMAZON-SUPPLIES	05/18/2026	50.95	50.95
Total 10-42-240 OFFICE SUPPLIES AND EXPENSE:				50.95	50.95
10-42-310 PROFESSIONAL & TECHNICAL					
GAGE ARNOLD	MAY2026	ATTORNEY SERVICES PER CONTRACT	05/22/2026	1,675.00	1,675.00
Total 10-42-310 PROFESSIONAL & TECHNICAL:				1,675.00	1,675.00
10-43-605 MARKETING & ANALYSIS					
ZION'S BANK-BANKCARD	051826-PLAN	ISOLVED-TALENT ACQUISITION	05/18/2026	599.00	599.00
Total 10-43-605 MARKETING & ANALYSIS:				599.00	599.00
10-44-230 TRAVEL					
ZION'S BANK-BANKCARD	051826-HEATH	BEST WESTERN PLUS-2026 UAPT CONF LODGING	05/18/2026	342.00	342.00
Total 10-44-230 TRAVEL:				342.00	342.00
10-44-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	051826-HEATH	AMAZON-CALC RIBBON	05/18/2026	13.79	13.79
ZION'S BANK-BANKCARD	051826-HEATH	AMAZON-OFFICE SUPPLIES	05/18/2026	2.39	2.39
Total 10-44-240 OFFICE SUPPLIES AND EXPENSE:				16.18	16.18

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
10-44-330 EDUCATION AND TRAINING					
ZION'S BANK-BANKCARD	051826-HEATH	UAPT-ACPFIM RECERTIFICATION	05/18/2026	199.00	199.00
Total 10-44-330 EDUCATION AND TRAINING:				199.00	199.00
10-47-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	051826-LAURI	LEES-OPEN ENROLLMENT DONUTS	05/18/2026	29.98	29.98
Total 10-47-240 OFFICE SUPPLIES AND EXPENSE:				29.98	29.98
10-49-300 ENGINEER					
AERO-GRAPHICS	22797	AEROGRAPHICS-IMAGERY TILES	05/28/2026	3,720.00	3,720.00
Total 10-49-300 ENGINEER:				3,720.00	3,720.00
10-49-310 ATTORNEY					
FW LAW	0000083	CITY ATTORNEY	05/28/2026	3,000.00	3,000.00
Total 10-49-310 ATTORNEY:				3,000.00	3,000.00
10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.					
GREENSOURCE	26217	WETTING AGENT/FERTILIZER	05/13/2026	631.60	631.60
ZION'S BANK-BANKCARD	051826-HEATH	AMAZON-TONER FOR SMALL PRINTER	05/18/2026	197.00	197.00
ZION'S BANK-BANKCARD	051826-HEATH	AMAZON-SUPPLIES	05/18/2026	9.85	9.85
ZION'S BANK-BANKCARD	051826-PARKS	NATIONAL BATTERY SALES-EXIT LIGHT BATTERIES	05/18/2026	82.80	82.80
Total 10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.:				921.25	921.25
10-50-280 TELEPHONE					
ZION'S BANK-BANKCARD	051826-HEATH	CONNEXT-INTERNET	05/18/2026	99.00	99.00
Total 10-50-280 TELEPHONE:				99.00	99.00
10-51-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	051826-PWS	AMAZON-PW RECOGNITION BOARD SUPPLIES	05/18/2026	14.77	14.77
ZION'S BANK-BANKCARD	051826-PWS	AMAZON-INSPECTOR DOOR PLATE	05/18/2026	50.49	50.49
ZION'S BANK-BANKCARD	051826-PWS	QUALITY QUICK PRINT-INSPECTOR BUSINESS CARD	05/18/2026	19.67	19.67
Total 10-51-240 OFFICE SUPPLIES AND EXPENSE:				84.93	84.93
10-51-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-CLEANING SUPPLIES FOR SALE TRUCKS	05/18/2026	68.61	68.61
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-SAFETY SUPPLIES FOR THE SHOP	05/18/2026	137.95	137.95
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-TRUCK CLEANING SUPPLIES	05/18/2026	23.98	23.98
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-MASKS FOR SHOPS	05/18/2026	29.44	29.44
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-JB WELD FOR SHOP	05/18/2026	10.99	10.99
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-WINDOW CLEANER	05/18/2026	37.45	37.45
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-BRAKE TOOL	05/18/2026	62.99	62.99
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-TOWELS FOR SHOP	05/18/2026	29.98	29.98
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-DOUBLE SIDED TAPE	05/18/2026	10.94	10.94
ZION'S BANK-BANKCARD	051826-SHOP	OREILLY-CLEANING SUPPLIES FOR TRUCKS	05/18/2026	47.96	47.96
Total 10-51-250 EQUIP/SUPPLIES/MAINTENANCE:				460.29	460.29
10-51-260 BLDG & GRND-SHOP IMPROVEMENTS					
ZION'S BANK-BANKCARD	051826-PARKS	HAPPY SAMS-RAIN GUTTER REPAIR	05/18/2026	450.00	450.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-51-260 BLDG & GRND-SHOP IMPROVEMENTS:				450.00	450.00
10-53-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	051826-HEATH	AMAZON-OFFICE SUPPLIES	05/18/2026	24.98	24.98
Total 10-53-240 OFFICE SUPPLIES AND EXPENSE:				24.98	24.98
10-54-240 OFFICE SUPPLIES AND EXPENSE					
ZION'S BANK-BANKCARD	051826-POLIC	CDW-PRINTER PAPER	05/18/2026	193.22	193.22
ZION'S BANK-BANKCARD	051826-POLIC	AMAZON-SUPPLIES	05/18/2026	78.94	78.94
ZION'S BANK-BANKCARD	051826-POLIC	AMAZON-OFFICE SUPPLIES	05/18/2026	16.97	16.97
ZION'S BANK-BANKCARD	051826-POLIC	ZOHO-ONLINE FORMS	05/18/2026	30.00	30.00
Total 10-54-240 OFFICE SUPPLIES AND EXPENSE:				319.13	319.13
10-54-250 SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD	051826-POLIC	CMI-UNKNOWN CREDIT	05/18/2026	1.32-	1.32-
ZION'S BANK-BANKCARD	051826-POLIC	ARROWHEAD FORENSICS-BLOOD DRAW KITS	05/18/2026	134.05	134.05
ZION'S BANK-BANKCARD	051826-POLIC	AMAZON-PD SUPPLIES	05/18/2026	120.10	120.10
Total 10-54-250 SUPPLIES/MAINTENANCE:				252.83	252.83
10-54-251 VEHICLE:FUEL					
FUEL NETWORK	F2610E00911	PD FUEL	05/01/2026	4,528.15	4,528.15
FUEL NETWORK	F2611E00915	PD FUEL	06/01/2026	5,379.94	5,379.94
Total 10-54-251 VEHICLE:FUEL:				9,908.09	9,908.09
10-54-280 COMMUNICATION SERVICES					
VERIZON WIRELESS	6142539041	PD AIR CARDS	05/01/2026	600.21	600.21
Total 10-54-280 COMMUNICATION SERVICES:				600.21	600.21
10-54-310 PROFESSIONAL/TECHNICAL SERVICE					
ZION'S BANK-BANKCARD	051826-POLIC	UPS-DUI BLOOD DRAW	05/18/2026	18.64	18.64
ZION'S BANK-BANKCARD	051826-POLIC	UPS-DUI BLOOD DRAW CALL	05/18/2026	20.31	20.31
Total 10-54-310 PROFESSIONAL/TECHNICAL SERVICE:				38.95	38.95
10-54-320 ANIMAL SERVICES					
ZION'S BANK-BANKCARD	051826-POLIC	AMAZON-SUPPLIES	05/18/2026	47.72	47.72
Total 10-54-320 ANIMAL SERVICES:				47.72	47.72
10-54-330 EDUCATION AND TRAINING					
ZION'S BANK-BANKCARD	051826-POLIC	ULEAP-MEMBERSHIP	05/18/2026	79.00	79.00
ZION'S BANK-BANKCARD	051826-POLIC	UVU-GRAMA TRAINING	05/18/2026	75.00	75.00
Total 10-54-330 EDUCATION AND TRAINING:				154.00	154.00
10-54-470 UNIFORMS					
SKAGGS PUBLIC SAFET	450_A_347236	PD UNIFORM-K SMITH	05/21/2026	49.93	49.93
Total 10-54-470 UNIFORMS:				49.93	49.93
10-54-610 SPECIAL EVENTS					
ZION'S BANK-BANKCARD	051826-POLIC	LEES-APPRECIATION BBQ	05/18/2026	38.40	38.40

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ZION'S BANK-BANKCARD	051826-POLIC	SAMS CLUB-APPRECIATION BBQ	05/18/2026	83.58	83.58
ZION'S BANK-BANKCARD	051826-POLIC	STRAW MARKET-TREAT FOR DISPATCH APPRECIATION WEEK	05/18/2026	38.99	38.99
Total 10-54-610 SPECIAL EVENTS:				160.97	160.97
10-54-620 CONTRACTUAL SERVICES					
LES OLSON CO.	EA1678783	PD COPIER CONTRACT	04/23/2026	205.54	205.54
Total 10-54-620 CONTRACTUAL SERVICES:				205.54	205.54
10-60-253 VEHICLE: MAINTENANCE					
ZION'S BANK-BANKCARD	051826-PWS	GRAINGER-DT BREAKER	05/18/2026	81.30	81.30
Total 10-60-253 VEHICLE: MAINTENANCE:				81.30	81.30
10-63-250 EQUIPMENT-SUPPLIES & MAINTENANCE					
ZION'S BANK-BANKCARD	051826-CINDY	PRAIRIE SCHOONER-YCC BANQUEST 43 ATTENDEES	05/18/2026	1,971.22	1,971.22
Total 10-63-250 EQUIPMENT-SUPPLIES & MAINTENANCE:				1,971.22	1,971.22
10-70-250 EQUIP/SUPPLIES/MAINTENANCE					
TURF EQUIPMENT & IRRI	3040666-00	BELTS FOR MOWERS	04/16/2026	68.24	68.24
TURF EQUIPMENT & IRRI	3041179-00	BELTS FOR MOWERS	05/05/2026	74.53	74.53
ZION'S BANK-BANKCARD	051826-PARKS	DURKS PLUMBING-SPRINKLER PARTS & VALVES	05/18/2026	1,185.56	1,185.56
ZION'S BANK-BANKCARD	051826-PARKS	DURKS PLUMBING-SPRINKLER PARTS	05/18/2026	33.54	33.54
ZION'S BANK-BANKCARD	051826-PARKS	DURKS PLUMBING-SPRINKLER PARTS	05/18/2026	125.32	125.32
ZION'S BANK-BANKCARD	051826-PWS	MOUNTAINLAND-PPE GLOVES UPDATE	05/18/2026	61.88	61.88
ZION'S BANK-BANKCARD	051826-SHOP	WILKINSON SUPPLY-BELT FOR MOWER	05/18/2026	109.09	109.09
Total 10-70-250 EQUIP/SUPPLIES/MAINTENANCE:				1,658.16	1,658.16
10-70-253 VEHICLE: MAINTENANCE					
VALLEY GLASS CORP	W24130632	WINDSHIELD FOR OLD PU#6	05/11/2026	270.00	270.00
Total 10-70-253 VEHICLE: MAINTENANCE:				270.00	270.00
10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT					
GRAINGER	9908188171	PLAYGROUND SLIDE SEALANT	05/07/2026	140.82	140.82
GREENSOURCE	26217	WETTING AGENT/FERTILIZER	05/13/2026	5,684.40	5,684.40
ZION'S BANK-BANKCARD	051826-PARKS	MOUNTAINLAND-SL VALVE LID	05/18/2026	22.50	22.50
ZION'S BANK-BANKCARD	051826-PARKS	HOME DEPOT-ANCHORS, PIPE INSULATION, FOR SL STAND PIPE	05/18/2026	52.50	52.50
ZION'S BANK-BANKCARD	051826-PARKS	DURKS PLUMBING-SPRINKLER PARTS AND LEAK FIXES	05/18/2026	784.50	784.50
ZION'S BANK-BANKCARD	051826-PARKS	LOWES-WATER WISE AREATORS	05/18/2026	216.01	216.01
ZION'S BANK-BANKCARD	051826-PARKS	DURKS PLUMBING-SPRINKLER CONTROLS	05/18/2026	301.88	301.88
Total 10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT:				7,202.61	7,202.61
10-71-250 EQUIP/SUPPLIES/MAINTENANCE					
SALT LAKE BEES	B464	BASEBALL/SOFTBALL JERSEYS	06/03/2026	7,516.28	7,516.28
ZION'S BANK-BANKCARD	051826-CINDY	BEE YOU TEES-STAFF SHIRTS	05/18/2026	216.00	216.00
ZION'S BANK-BANKCARD	051826-CINDY	AMAZON-REC SUPPLIES	05/18/2026	93.05	93.05
ZION'S BANK-BANKCARD	051826-CINDY	COSTCO-SNACKS	05/18/2026	46.34	46.34
ZION'S BANK-BANKCARD	051826-CINDY	AMAZON-REC SUPPLIES	05/18/2026	86.36	86.36
ZION'S BANK-BANKCARD	051826-CINDY	JONES SHIRTS AND SIGNS-REC UNIFORMS	05/18/2026	58.22	58.22
ZION'S BANK-BANKCARD	051826-CINDY	EWING-REC SUPPLIES	05/18/2026	75.17	75.17
ZION'S BANK-BANKCARD	051826-CINDY	SMITHS-SNACKS	05/18/2026	22.36	22.36
ZION'S BANK-BANKCARD	051826-CINDY	BIG 5-REC SUPPLIES	05/18/2026	69.99	69.99
ZION'S BANK-BANKCARD	051826-CINDY	WALMART-REC SUPPLIES	05/18/2026	171.32	171.32

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 10-71-250 EQUIP/SUPPLIES/MAINTENANCE:				8,355.09	8,355.09
10-71-330 EDUCATION AND TRAINING					
ZION'S BANK-BANKCARD	051826-CINDY	PPR-REC COACH TRAINING	05/18/2026	100.00	100.00
Total 10-71-330 EDUCATION AND TRAINING:				100.00	100.00
10-75-670 FOUNDERS' DAY					
JONES SHIRTS AND SIG	12527	FOUNDERS DAY A FRAMES FOR EVENTS	06/05/2026	252.00	252.00
Total 10-75-670 FOUNDERS' DAY:				252.00	252.00
40-46-740 CAPITAL OUTLAY - EQUIPMENT					
ZION'S BANK-BANKCARD	051826-CINDY	NEXTUP PICKLEBALL-EZ GRANT PICKLEBALL	05/18/2026	506.43	506.43
Total 40-46-740 CAPITAL OUTLAY - EQUIPMENT:				506.43	506.43
41-40-250 EQUIP/SUPPLIES/MAINTENANCE					
J SOLUTIONS LLC	DD1081	HYDRO DYNAMIC SEPERATOR VAC	04/14/2026	1,960.00	1,960.00
J SOLUTIONS LLC	DD1147	STORM DRAIN LINE DEBRIS REMOVAL	05/12/2026	1,470.00	1,470.00
ZION'S BANK-BANKCARD	051826-PWS	MOUNTAINLAND-PT #7 MH HOOK	05/18/2026	41.61	41.61
ZION'S BANK-BANKCARD	051826-PWS	MOUNTAINLAND-SD TOOLS	05/18/2026	200.30	200.30
ZION'S BANK-BANKCARD	051826-STRE	LEES-POND SPRINKLER BATTERIES	05/18/2026	21.98	21.98
Total 41-40-250 EQUIP/SUPPLIES/MAINTENANCE:				3,693.89	3,693.89
41-40-510 DISPOSAL					
J SOLUTIONS LLC	DD1081	DISPOSAL	04/14/2026	462.00	462.00
ZION'S BANK-BANKCARD	051826-STRE	WEBER COUNTY TRANSFER STATION-COUCH DISPOSAL WO6986	05/18/2026	12.00	12.00
Total 41-40-510 DISPOSAL:				474.00	474.00
43-40-740 CAPTIAL OUTLAY - EQUIPMENT					
ZION'S BANK-BANKCARD	051826-HEATH	UBIQUITI-SERVER SWITCHES	05/18/2026	2,841.30	2,841.30
Total 43-40-740 CAPTIAL OUTLAY - EQUIPMENT:				2,841.30	2,841.30
51-40-250 EQUIP/SUPPLIES/MAINTENANCE					
ZION'S BANK-BANKCARD	051826-UTILITI	LOWES-CAT AND JAKE BUCKETS MIKE KNEE PAD	05/18/2026	22.54	22.54
Total 51-40-250 EQUIP/SUPPLIES/MAINTENANCE:				22.54	22.54
51-40-253 VEHICLE: MAINTENANCE					
TOM RANDALL DISTRIBU	0417085	FILL RITE PUMP FOR WATER DEPT	05/13/2026	293.95	293.95
ZION'S BANK-BANKCARD	051826-SHOP	STEERING WHEEL COVER PU#15	05/18/2026	13.99	13.99
ZION'S BANK-BANKCARD	051826-SHOP	BURT BROTHERS-TIRES ON PU#2	05/18/2026	296.88	296.88
Total 51-40-253 VEHICLE: MAINTENANCE:				604.82	604.82
53-40-253 VEHICLE: MAINTENANCE					
ZION'S BANK-BANKCARD	051826-SHOP	STEERING WHEEL COVER PU#15	05/18/2026	14.00	14.00
Total 53-40-253 VEHICLE: MAINTENANCE:				14.00	14.00
Grand Totals:				56,658.81	56,658.81

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Only paid invoices included.

ORDINANCE NO. 2025-14

AN ORDINANCE AMENDING CHAPTER 8.05 – GARBAGE & RECYCLING COLLECTION AND DISPOSAL TO CORRELATE WITH CONTAINER REPLACEMENT PROGRAM.

WHEREAS, Pleasant View City is starting up a new container replacement program; and

WHEREAS, in lieu of individual residents paying for a replacement container at cost, residents will pay monthly into a replacement program; and

WHEREAS, the City Council has determined it is desirable to amend the regulations to correlate with the new program.

NOW THEREFORE, be it resolved by the Pleasant View City Council, Chapter 8.05 – Garbage & Recycling Collection and Disposal is hereby amended as stated in ‘Exhibit A’ (attached) with an effective date of July 1, 2026.

PASSED, APPROVED AND ADOPTED by the Council of Pleasant View City, this 9th day of June, 2026.

PLEASANT VIEW CITY, UTAH

Steve Gibson, Mayor

Attest:

Laurie Hellstrom, City Recorder

This Resolution has been approved by the following vote of the Pleasant View City Council:

CM Arrington	_____
CM Ferry	_____
CM Marriott	_____
CM Urry	_____
CM Wilkinson	_____

‘Exhibit A’

Chapter 8.05 - Garbage & Recycling Collection and Disposal

8.05.010 Definitions. For purpose of this chapter, the words and phrases set out in this section shall have the following meanings:

A. “Garbage and Refuse” as used in this chapter means and includes, but is not limited to: all animal and vegetable waste resulting from handling, preparing, cooking or consumption of food; provided, however, that it shall not include waste from slaughterhouses; paper, plastic, cardboard, cans, glass, crockery, rags and similar materials, grass, weeds, leaves, flowers and shrub clippings small enough to be contained within a plastic bag; garden vegetables and fruits, and ash residue of materials burned in stoves, fireplaces and furnaces.

B. “Recyclable” as used in this chapter means waste material that may be collected, separated, cleansed, treated or reconstituted and returned to the economic stream in the form of raw materials or products, and which is approved for collection as a recyclable as outlined in this Chapter.

C. “Market waste” as used in this chapter means condemned, decayed or unsound vegetables, meat, fish and fruit, and waste and offal from markets, stores and factories. (Ord. 2010-9, 4/13/2010)

8.05.020 Collection Compliance for Garbage and Refuse. All persons, firms or corporations having accumulation of garbage, refuse, recyclables and similar wastes are charged with the obligation of placing the same in proper containers and placing the same in proper locations for collection as is provided in this chapter and as may be determined by the city council; provided, however, that commercial or industrial establishments shall make suitable arrangements to have their accumulated garbage, refuse and similar wastes removed, at the owners expense, at such intervals as shall be determined by the city council but at least once a week. In the event this is not done, the city may, at its discretion arrange for the removal of any accumulated garbage, refuse or similar wastes from the premises, and may charge the costs of such removal to the owner or occupant of the premises on which such accumulation is permitted, such charge to be a debt due to the city. The city may proceed to collect the same by legal action in any court of competent jurisdiction if the same is not promptly paid on demand and/or have the water service disconnected. Commercial and industrial establishments are not eligible to participate in the city’s mandatory residential recycling program, but they may arrange to have their recyclables removed at the owners expense. (Ord. 2010-9, 4/13/2010)

8.05.030 Collection Fee-Assessment. The city council shall provide by resolution the charges for the collection and disposal of garbage, refuse, recyclables and similar waste. The city council finds that the collection of garbage in an orderly and systematic manner benefits all residents of the city by reducing disease and other health hazards are reduced. Therefore, each occupied dwelling unit or customer in the city shall pay the charges assessed by the city. (Ord. 2010-9, 4/13/2010)

8.05.040 Collection Fee-Waiver. The city council may waive the requirement of paying the garbage and refuse collection fee when other acceptable collection services are performed by the individual, group of individuals, or agency. Such a waiver shall be

granted by the city council only after receiving a written request and upon the affirmative vote of a majority of the city council at a duly convened council meeting. A waiver of the city's mandatory residential recycling program will not be granted. (Ord. 2010-9, 4/13/2010)

8.05.050 Collection Fee-Court Action.

A. The city's culinary water collection system, sanitary system, storm sewer system, and solid waste collection system are interrelated services that are, and of right ought to be, part of a unified city plan to provide for the health, safety and welfare of the city and its residents in an environmentally responsible manner.

B. The city shall mail a written statement to each user of the garbage and recycling services once each month or such other regular intervals as the city council shall direct. The statement shall separately specify the amount of the bill and the place of payment and date due.

C. If any person fails to pay the garbage, recycling and/or any combination of city utility charges by the 10th of the month following the date due, a penalty will be charged on the unpaid balance. If the balance remains unpaid for 30 days of the date due, under the direction of the utility superintendent the customer may be given notice in writing of intent to discontinue the water service to the customer unless the customer pays the bill in full ten days from the date of notice. The customer will be charged a fee for the notice given of the intent to discontinue the water service as set by resolution of the governing body. If there is no water service for the property, the garbage and/or recycling fee shall be deemed a civil debt owed to the city by the person or entity paying for city utility services provided to the property and the cans will be picked-up.

D. If the water service is thereafter discontinued for failure to make payment, then before the water service to the premises shall again be provided, all delinquent charges must have been paid to the city or arrangements made for their payment in a manner satisfactory to the city. In the event water is turned off for nonpayment of charges, then before the water service to the premises shall again be provided, the customer shall pay, in addition to all delinquent water charges, such extra charge for turning the water on as established by resolution of the governing body. (Ord. 2010-16, 6/8/10; prior code: Ord. 2010-9, 4/13/2010)

8.05.060 Garbage, Refuse and Recycling Containers. This section shall apply only to collections made by the city or a private contractor working for the city. All garbage and refuse collection service and all recycling collection service shall be by means of an automated system using containers provided. No garbage, refuse, or recyclables will be collected unless deposited in the approved container.

A. Garbage and Refuse Containers.

1. The city will deliver a container for garbage and refuse collection. The cost of the (black) container ~~itself, as opposed to the service cost,~~ will be set by the city's approved fee schedule. ~~resolution of the city council.~~

a. Customers who desire to obtain additional containers shall file with the utility department a written application and agreement which shall be in substantially the form shown as appendix 1 of Title 8. The containers must be paid for a minimum time of (6) six months. The cost of additional containers will be set by resolution of the city council.

2. The customer to whom such containers are assigned shall be liable for the cost of replacing any ~~damaged, missing or stolen~~ recycling and garbage and refuse container that is damaged as a result of negligent use or the placement of improper material in the container as provided in Section 8.05.080 & 8.05.090.

The determination of whether a container has been damaged as a result of negligence shall be made by the Utilities Superintendent or other duly authorized City official. The cost of the replacement containers will be set by the city's approved fee schedule. The City shall replace one additional garbage and recycling container within a 15-year period due to normal wear and tear, this additional replacement shall not include any container replaced under warranty. The city shall repair and replace, from time to time, the wheels, axles and lids when damaged or worn due to normal use.

B. Recycling Containers.

1. The city will deliver a container for recycling collection. The cost of the (blue) recycling container ~~itself, as opposed to the service cost,~~ will be set by the city's approved fee schedule.
 - a. Customers who desire to obtain additional containers shall file with the utility department a written application and agreement which shall be in substantially the form shown as Appendix 2 of Title 8. The containers must be paid for a minimum time of (6) six months. The cost of additional containers will be set by the city's approved fee schedule.
2. Customers who desire to withdraw their participation in the mandatory residential recycling program may do so by filing with the utility department a written application and agreement which shall be in substantially the form shown as appendix 3 of Title 8 requesting that the recycling container be removed from the property and agreeing to pay the ongoing recycling collection service fee. (Ord.2025-13, dated 4/8/25; prior code: Ord. 2010-9, 4/13/2010)

8.05.070 Collection-Placement of Containers.

A. It shall be the responsibility of the customer to place all material for collection within the containers provided. All materials to be collected shall be placed inside the container in such a manner that the attached lid closes completely. No cans, boxes, barrels or bundled waste other than that contained in the containers shall be collected or placed on the street. Containers must be placed at the curb or edge of street with handles towards the property, away from the street. If the container is reversed, the lid will not open properly for the truck to empty the container. On dead-end streets, all containers must be placed on one side of the street. Containers must be a minimum of 6 feet from other containers and from vehicles. Containers must also be a minimum of 5 feet from other obstructions such as trees, light poles, fences, mailboxes, etc. All grass must be bagged so that it does not stick to the inner walls of the container. No material prohibited under sections 8.04.080 and 8.04.090 of this chapter shall be placed in a container. Containers must be placed curbside in the location and position designated no later than 5:00 a.m. on the day of collection. The operators may refuse to collect any container which violates the standards of this chapter.

B. All empty containers must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street on the day they are emptied.

C. It is unlawful for any person, firm or corporation to place or deposit in or on any of the public streets, alleys or parks in the city any garbage, refuse or similar wastes, except on regular garbage collection days, and except in containers as herein set forth. (Ord. 2010-9, 4/13/2010)

8.05.080 Collection-Prohibited Substances. The following materials shall not be set out or placed in any container for collection by city crews or contractors working for the city:

- A. Highly inflammable or explosive materials, such as motor oil, containerized or

not, gasoline, kerosene, diesel, or solvents, or paint, except that a paint can lid is removed and the paint has been allowed to harden in the can prior to placement in the container.

B. Construction debris, including remodeling debris, dirt, sod, rocks, or concrete, hazardous or radioactive waste material.

C. Chemicals, gardening chemicals, insecticides and pesticides, powder or liquid poisons, acids, or petroleum products.

D. Hot ashes, cinders, clinkers or stove ashes which could ignite other refuse.

E. Bulky items, such as Christmas trees, large vehicle parts, tires, appliances or furniture.

F. Miscellaneous items, such as batteries, septic tank or holding tank wastes, or dead animals. (Ord. 2010-9, 4/13/2010)

8.05.090 Collection-Recyclable Substances. Appendix 4 of Title 8 is a listing of (1) recyclable materials that can be placed in the recycling container and (2) non-recyclable materials. The utility director may change the listing in the appendix subject to the recyclability of materials. (Ord. 2010-9, 4/13/2010)

8.05.100 Collector-License Required. It is unlawful for any person, firm or corporation to engage in the business of collection, hauling or disposal of garbage, refuse, swill, rubbish or similar wastes within the corporate limits of the city without first having obtained a license to do so. (Ord. 2010-9, 4/13/2010)

8.05.110 Collector-Transportation and Disposal Restrictions. It is unlawful for any person hauling garbage, refuse, rubbish, swill, manure or matter of any kind to permit or allow any such matter to fall upon and remain in any street, alley or park within the corporate limits of the city, or to deposit any such matter at any place except a dumping ground as authorized by Weber County or the city, with the exception that the customer will be responsible for garbage, refuse, or recyclables that fall upon any street from improperly filled containers. (Ord. 2010-9, 4/13/2010)

8.05.130 Collector-Contract with City. The city council may contract with any person, firm or corporation for the hauling and disposal of garbage, refuse, recyclables and similar wastes. (Ord. 2010-9, 4/13/2010)

8.05.140 Unsanitary Substances-Accumulation Prohibited. It is unlawful for any person, firm or corporation to permit garbage, refuse or similar wastes to accumulate or remain on or about the premises under the control of such person for such period of time as to become a "nuisance" or "public nuisance" as defined in Chapters 8.12 and 8.14 of this code. (Ord. 2010-9, 4/13/2010)

8.05.150 Private Garbage Dump-Prohibited. It is unlawful for any person, firm or corporation to create, establish or maintain within the corporate limits of the city a private, common or public dump or dump grounds, or to permit any property within the corporate limits to be used for any purpose herein prohibited; provided, however, that nothing herein shall be construed to limit the power of the owner of real property within the corporate limits of the city to dispose of his garbage on his own property; provided, that the aforesaid disposal shall not be deemed deleterious to human health or safety in the opinion of the city health officer, nor in violation of any provision of Chapters 8.12 and 8.14. (Ord. 2010-9, 4/13/2010)

8.05.160 Prohibited Disposal.

A. Disposal on Public Streets Unlawful. It is unlawful for any person to place, leave or deposit any garbage, refuse, recyclables, market waste, dead animals, waste matter, debris or junk or other offensive material upon any public street, highway, roadway or lane to include parking spaces within the city.

B. Disposal in Watercourses Unlawful. It is unlawful for any person to place, drop or deposit, or cause to be placed, dropped or deposited, any garbage, refuse, recyclables, market waste, dead animals, waste matter, debris or junk or other offensive matter in any surface ditch, canal or other waterway which runs, courses in, into or through the city. (Ord. 2010-9, 4/13/2010)

8.05.170 Violation. Any person, firm or corporation violating any of the provisions of this chapter shall be guilty of a misdemeanor. (Ord. 2010-9, 4/13/2010)

8.05.180 Appeal Process. A resident who believes the determination of the Utilities Superintendent to be in error may file a written appeal within 14 calendar days of the date of the Utilities Superintendent determination. Failure to file a complete written appeal within this period constitutes a waiver of the right to contest the determination.

A. Appeals may be submitted to the Utilities Superintendent via email, mail, or in person during regular business hours.

B. The appeal shall include the resident's name, service address, account number, and a clear written explanation of why the determination was made in error. Supporting documentation is strongly encouraged and may include photographs of the can, evidence of theft or vandalism, proof of a manufacturer's defect, or any other relevant materials.

C. Once the appeal has been accepted, a designated Hearing Officer shall review all relevant materials and consider the appeal. The Hearing Officer shall make a determination on the appeal within 10 calendar days.

D. The City Administrator shall appoint a hearing officer to investigate, hear, and determine appeals under this section.

E. Any assessed fee related to the Utilities Superintendent's decisions shall be stayed while the appeal is pending. If an appeal is denied, the resident will have 30 calendar days from the date of the final decision to remit payment before late fees or collection procedures apply.

Appendix 1 (see section 8.05.060)

ADDITIONAL GARBAGE & REFUSE CONTAINER
FOR RESIDENTIAL USE

Customer's Name: _____

Home & Delivery Address: _____

Phone Number: _____

Pleasant View City will furnish a container for garbage and refuse collection (*black containers*) to customers who desire to obtain additional containers. The cost of the containers will be set by resolution of the City Council. The current cost is \$_____per month. The additional containers must be kept for a minimum time of (6) six months or pay for the full six months if the customer desires or is unable for any reason to keep the container for the full six months.

I hereby agree with the terms of this agreement.

Dated this _____ day of _____, 20_____.

Customer's signature

Appendix 2 (see section 8.05.060)

ADDITIONAL RECYCLING CONTAINER
FOR RESIDENTIAL USE

Customer's Name: _____

Home & Delivery Address: _____

Phone Number: _____

Pleasant View City will deliver a container for recycling collection (blue containers) to customers who desire to obtain additional containers. The cost of the containers will be set by the city's approved fee schedule. The current cost is \$_____per month. The additional containers must be kept for a minimum time of (6) six months or pay for the full six months if the customer desires or is unable for any reason to keep the container for the full six months.

I hereby agree with the terms of this agreement.

Dated this _____ day of _____, 20_____.

Customer's signature

Appendix 3 (see section 8.05.060)

**WITHDRAWAL OF PARTICIPATION
IN THE MANDATORY RECYCLING PROGRAM**

Customer's Name: _____

Home & Delivery Address: _____

Phone Number: _____

Pleasant View City will notify the contracted hauler to remove from the customer's property the recycling container and the customer agrees to pay the ongoing recycling collection service fee even though they do not maintain the recycling services because of their desire to withdraw their participation in the mandatory recycling program.

I hereby agree with the terms of this agreement.

Dated this _____ day of _____, 20____.

Customer's signature

Appendix 4 (see section 8.05.090)

RECYCLING

RECYCLABLE

PLASTICS (flattens and rinsed-out):

Plastics marked w/recycling symbols "1" or "2"

Soda & Water Bottles, Plastic Milk Cartons

Laundry Detergent, Bleach Containers

Plastic Cups & Plates (clean)

Plastic 5 Gallon Buckets & Ice Cream Buckets

Syrup Bottles, Grocery Bags

Most Plastic Cleaning Fluid Containers

CARDBOARD/PASTEBOARD/FIBER (Must be

cut in 20" x 20" pieces or smaller. All wax paper or foil liners must be removed.) 12 Pack Drink Boxes

Egg Cartons (not Styrofoam) Cereal Boxes, etc.

Corrugated Cardboard Boxes Kleenex & Macaroni Boxes, etc.

Toilet Paper & Paper Towel Rolls

Frozen Juice Containers (remove metal rings)

PAPER

All Paper (not contaminated with food, greasy stains, wax, or foil)

Junk Mail, Post Cards, Envelops (plastic windows okay)

Catalogues, Magazines, Telephone Books Dog Food Bags (remove wax/foil liners) Flour & Sugar Bags, etc.

Newspapers

Shredded Paper (placed in a paper/plastic grocery bag)

ALUMINUM & STEEL (household items only)

Pop Cans, Coffee Cans, All Beverage Cans

Food, Soup, Veggie, Fruit Cans (can labels okay)

Steel Nuts & Bolts (no larger items, pipes, etc.)

Tin Foil (clean)/Metal Clothes Hangers

NON-RECYCLABLE

(Don't put in Blue Container)

NON RECYCABLE PLASTICS:

Plastic that has #3 and above Recycling

Symbol Bubble Wrap, Cellophane, or

Garbage Bags Chunks of Plastic

Yogurt Containers

Motor Oil Containers of any Kind

Plastic Cups from Gas Stations or Quick Stops

Wading Pools or Other Bulk Plastics Veggie/Fruit Bags from Stores Styrofoam Pellets, Coolers, Egg Boxes, etc.

NON RECYCLABLE

CARDBOARD/PASTEBOARD/FIBER

Cardboard Milk, Juice

Cartons

Hot Coca Containers, etc. with wax or foil lining To Go Boxes, Drink Cups from Gas Stations or Fast Food Restaurants

NON RECYCLABLE PAPER

Contaminated paper, Paper Plates, Cups, with food or greasy stains, wax, or foil) Wet or Used Paper Towels, Napkins, Kleenexes

NON RECYCLABLE ALUMINUM & STEEL

Aerosol, Pressurized Cans Large Items (such as pipe, chunks of steel, car/engine parts, bike parts, swing sets, metal bars, etc.)

Metal Buckets (5-gallon cans, paint cans or lids, etc.) Outdoor Furniture or Kids Toys

NON RECYCLABLE MISCELLANEOUS ITEMS

Glass of any Kind

Carpet, Carpet Pad

Demolition Material (boards, roofing, concrete, fabric) Material, Clothing, Shoes, etc.

Rubber Materials, Tires, Wheels Yard Debris (branches, bushes, grass, sod, dirt, gravel, etc.)

RECYCLING INFO SHEET

COMMONLY RECYCLED ITEMS	PLACE IN RECYCLING CART?	COMMON PRODUCTS	ADDITIONAL NOTES
Aluminum Cans	YES	Soda, beer, and other beverage cans (NOT aluminum foil)	Acceptable for recycling . Empty containers.
Steel Cans (commonly referred to as "tin" cans)	YES	Canned food	Acceptable for recycling . Empty containers.
OCC/Cardboard	YES	Boxes, shipping containers, food boxes	Acceptable for recycling . Must be clean and dry. Not acceptable if contaminated with food or oily residue or contains packing materials.
Clean Paper	YES	Newspaper, copy paper, junk mail, magazines	Acceptable for recycling and engineered fuel . Shredded paper will not process and cannot be recycled.
 PET Polyethylene Terephthalate	YES	Soda bottles, water bottles, food packaging	Acceptable for recycling . Empty containers and remove lids.
 HDPE High-Density Polyethylene	YES	Detergent bottles, bleach bottles, milk jugs, motor oil bottles	Acceptable for recycling . Empty containers and remove lids.
 PVC Polyvinyl Chloride (PVC)		Plastic piping, toys, furnishings	NOT acceptable for recycling or for use as engineered fuel.
 LDPE Low-Density Polyethylene	YES	Plastic wrap, grocery bags, sandwich bags	Acceptable for use as engineered fuel .
 PP Polypropylene	YES	Some bottles, margarine tubs, some yogurt containers	Acceptable for use as engineered fuel .
 PS Polystyrene (rigid and foam, aka Styrofoam)	YES	Red cups, foam food trays	Acceptable for use as engineered fuel . Packing peanuts will not process and cannot be recycled.
 OTHER Other Plastics (including acrylic, polycarbonate, polylactic fibers, nylon)	YES	baby bottles, sippy cups, water cooler bottles	Acceptable for use as engineered fuel .

FIRST AMENDMENT TO THE LOCAL TRANSPORTATION FUNDING AGREEMENT

Project: Skyline Drive Rail Crossing Corridor Preservation

This First Amendment to the Local Transportation Funding Agreement (“First Amendment”) is made and entered into this ____ day of _____, 2026, by and between the **County of Weber, Utah** (the “County”) and **Pleasant View City** (the “City”), individually referred to as “Party” and jointly referred to as “Parties.”

RECITALS

WHEREAS, the Parties entered into a Local Transportation Funding Agreement (the “Original Agreement”), establishing the terms under which the County awarded the City funding for the Skyline Drive Rail Crossing Corridor Preservation Project (the “Project”); and

WHEREAS, pursuant to the Original Agreement, the County awarded the City an amount up to \$2,052,000 in Transportation Funding (the “Award”), with a local matching contribution from the City of \$250,000; and

WHEREAS, the City requested additional Transportation Funding to cover necessary expenses within the scope of the Project; and

WHEREAS, the Weber Area Council of Governments (“WACOG”) approved an additional allocation of up to \$2,000,000 in Corridor Preservation Funds for the Project on May 4, 2026, subject to an additional local matching contribution of \$200,000 (10%) from the City; and

WHEREAS, the Board of Weber County Commissioners subsequently approved the additional allocation recommendation; and

WHEREAS, Section 1(F) of the Original Agreement requires a written amendment executed by both Parties to increase the Award amount and Section 11 requires any modification to be in writing and signed by both Parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Update to Total Award Amount.** The total Transportation Funding available to the City for the Project is hereby increased by \$2,000,000. Any references to the “Award” amount in the Original Agreement are amended to reflect a total maximum Award of **\$4,052,000** (consisting of the original \$2,052,000 and the additional \$2,000,000 allocation).
2. **Update to Matching Contributions.** The City’s required matching contribution is increased by \$200,000. Total matching contributions for the Project shall now equal **\$450,000** (consisting of the original \$250,000 match and the additional \$200,000 match).

The City shall continue to provide and document these matching contributions in accordance with the terms of the Original Agreement. In the event that the total Transportation Funding amount actually allocated to the City is less than the total available Transportation Funding amount specified in paragraph 1, the City shall only be responsible for providing a match of 10% of whatever amount is ultimately allocated to the City.

3. **Scope of Changes.** Except as expressly modified by this First Amendment, all other terms and conditions of the Original Agreement not specifically referenced herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

Dated this _____ day of _____, 2026.

WEBER COUNTY

By: _____
Gage Froerer, Chair

Date: _____

ATTEST:

Weber County Clerk/Auditor

PLEASANT VIEW CITY

By: _____

Title: _____

Date: _____

ATTEST:

Title: _____



RECOMMENDATION OF AWARD

To: Pleasant View City

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

RE: **RECOMMENDATION OF AWARD**
500 West Reservoir Abandonment and Water Line Project

Date: June 4, 2026

GENERAL

On June 3, 2026 at 11:00 a.m., bids were opened for the above referenced project. Nine (9) bids were received from the following contractors:

1. Allied Underground
2. Beck Construction & Excavation
3. Condie Construction Co.
4. Forefront General Contracting
5. Leon Poulsen
6. Marsh Construction
7. Ormond Construction
8. Saunders Excavation
9. Stapp Construction

The Project consists of demolishing the 500 West reservoir and construction new water line improvements along 500 West. The bid results are shown on the enclosed Bid Tabulation. The tabulation shows the bidders in order of lowest to highest for the Base Bid.

AWARD RECOMMENDATION

Ormond Construction is the low bidder for the project. They are qualified and experienced to do this work. Therefore, we recommend that the City Council award the **Base Bid** to the low bidder, **Ormond Construction, Inc.**, in the amount of **\$523,039.15**.

Attachments: Bid Tabulation

BID TABULATION

Pleasant View City | 500 West Reservoir Abandonment & New Water

Bid Opening: June 3, 2026

Item	M&P	Description	Qty	Unit	Ormond Construction Inc			Saunders Excavation			Allied Underground			Forefront General Contracting LLC			Stapp Construction Inc		
					Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total		Unit Price	Total	
1	MP001	Mobilization	1	ls	\$ 17,500.00	\$ 17,500.00		\$ 55,000.00	\$ 55,000.00		\$ 54,612.00	\$ 54,612.00		\$ 25,000.00	\$ 25,000.00		\$ 72,625.00	\$ 72,625.00	
2	MP003	UPDES Storm Water Compliance (Under One Acre)	2	1 s	3,500.00	3,500.00		3,800.00	3,800.00		2,055.00	2,055.00		2,000.00	2,000.00		2,000.00	2,000.00	
3	MP005	Traffic Control	3	1 s	9,250.00	9,250.00		9,500.00	9,500.00		19,950.00	19,950.00		20,000.00	20,000.00		24,270.00	24,270.00	
4	MP200	Remove 8" CMP Drain Pipe	78	lf	20.00	1,560.00		25.00	1,950.00		18.28	1,425.84		30.00	2,340.00		32.50	2,535.00	
5	MP201	Remove Storm Drain Structure	1	ea	500.00	500.00		4,200.00	4,200.00		410.00	410.00		2,500.00	2,500.00		926.00	926.00	
6	MP204	Plug Existing 8" Storm Drain or Drain Pipe	4	ea	290.14	1,160.56		700.00	2,800.00		375.00	1,500.00		600.00	2,400.00		829.00	3,316.00	
7	MP300	Remove Water Line (6")	5	lf	100.00	500.00		50.00	250.00		13.00	65.00		100.00	500.00		32.50	162.50	
8	MP303	Abandon Water Valve	4	ea	150.00	600.00		700.00	2,800.00		425.00	1,700.00		225.00	900.00		558.00	2,232.00	
9	MP310	Plug Abandoned 6" Waterline	2	ea	406.35	812.70		500.00	1,000.00		909.00	1,818.00		700.00	1,400.00		829.00	1,658.00	
10	MP310	Plug Abandoned 8" Waterline	2	ea	461.44	922.88		900.00	1,800.00		999.00	1,998.00		800.00	1,600.00		933.00	1,866.00	
11	MP310	Plug Abandoned 10" Waterline	2	ea	532.29	1,064.58		1,100.00	2,200.00		1,229.00	2,458.00		1,000.00	2,000.00		1,100.00	2,200.00	
12	MP310	Plug Abandoned 12" Waterline	1	ea	683.66	683.66		1,200.00	1,200.00		1,542.00	1,542.00		1,500.00	1,500.00		1,235.00	1,235.00	
13	MP311	New 6" C900 DR 18 PVC Water Line (open cut)	30	lf	113.59	3,407.70		55.00	1,650.00		63.37	1,901.10		50.00	1,500.00		118.00	3,540.00	
14	MP311	New 12" C900 DR 18 PVC Water Line (open cut)	237	lf	99.69	23,626.53		125.00	29,625.00		139.76	33,123.12		180.00	42,660.00		195.00	46,215.00	
15	MP312	Connect new 6" water line to existing 6" water line	1	ea	4,236.07	4,236.07		1,500.00	1,500.00		4,605.00	4,605.00		3,300.00	3,300.00		1,825.00	1,825.00	
16	MP312	Connect new 8" water line to existing 6" water line	1	ea	4,285.95	4,285.95		4,200.00	4,200.00		7,154.00	7,154.00		5,000.00	5,000.00		3,515.00	3,515.00	
17	MP312	Connect new 12" water line to existing 10" water line	1	ea	3,426.47	3,426.47		2,800.00	2,800.00		5,933.00	5,933.00		4,400.00	4,400.00		2,925.00	2,925.00	
18	MP312	Connect new 12" water line to existing 12" water line	1	ea	5,433.19	5,433.19		2,200.00	2,200.00		9,137.00	9,137.00		6,100.00	6,100.00		4,810.00	4,810.00	
19	MP318	New 8" Gate Valve	1	ea	3,357.63	3,357.63		3,200.00	3,200.00		3,173.00	3,173.00		5,100.00	5,100.00		3,695.00	3,695.00	
20	MP319	New 12" Gate Valve	2	ea	7,226.74	14,453.48		6,100.00	12,200.00		5,863.00	11,726.00		6,750.00	13,500.00		6,605.00	13,210.00	
21	MP324	10" PRV Station (includes internal air/vac assembly)	1	ea	94,993.09	94,993.09		89,555.00	89,555.00		108,755.00	108,755.00		105,000.00	105,000.00		127,000.00	127,000.00	
22	MP328a	Remove Existing PRV Vault	1	ea	6,500.00	6,500.00		5,500.00	5,500.00		1,425.00	1,425.00		4,500.00	4,500.00		4,560.00	4,560.00	
23	MP329a	New 12" C900 DR 18 PVC Water Line in 20" Welded Steel Casing by Bore	63	lf	1,796.83	113,200.29		275.00	17,325.00		1,232.29	77,634.27		1,520.00	95,760.00		1,970.00	124,110.00	
24	MP330a	Abandon in Place Existing Air/Vac Manhole	1	ea	1,200.00	1,200.00		3,200.00	3,200.00		525.00	525.00		4,500.00	4,500.00		2,600.00	2,600.00	
25	MP331a	New 6" Insertion Gate Valve	2	ea	14,496.53	28,993.06		28,650.00	57,300.00		20,850.00	41,700.00		20,000.00	40,000.00		9,900.00	19,800.00	
26	MP331a	New 10" Insertion Gate Valve	1	ea	23,006.96	23,006.96		43,375.00	43,375.00		34,596.00	34,596.00		35,000.00	35,000.00		11,930.00	11,930.00	
27	MP331a	New 12" Insertion Gate Valve	1	ea	26,153.31	26,153.31		49,850.00	49,850.00		38,469.00	38,469.00		37,000.00	37,000.00		14,630.00	14,630.00	
28	MP360a	Demolish Concrete Reservoir and Appurtenances	1	ls	35,000.00	35,000.00		23,550.00	23,550.00		38,176.00	38,176.00		75,000.00	75,000.00		51,690.00	51,690.00	
29	MP505	Excavation & Grading	1	ls	5,250.00	5,250.00		8,000.00	8,000.00		5,200.00	5,200.00		19,000.00	19,000.00		50,120.00	50,120.00	
30	MP505	Import Trench Backfill	1,000	ton	23.35	23,350.00		19.00	19,000.00		18.33	18,330.00		25.00	25,000.00		24.00	24,000.00	
31	MP601	Saw Cut Concrete	20	lf	50.00	1,000.00		10.00	200.00		10.00	200.00		47.00	940.00		28.00	560.00	
32	MP602-1	Remove Asphalt (5" - 6" thick - approx.) (includes sawcut)	5,300	sf	1.70	9,010.00		2.00	10,600.00		3.78	20,034.00		2.50	13,250.00		1.30	6,890.00	
33	MP603	Remove Concrete Flatwork (4" - 6" thick)	170	sf	2.00	340.00		4.00	680.00		3.42	581.40		2.50	425.00		1.80	306.00	
34	MP604	Remove Curb and Gutter (including saw cut)	50	lf	10.00	500.00		9.00	450.00		16.00	800.00		17.00	850.00		9.70	485.00	
35	MP609	Pre-Lower Manhole	1	ea	600.00	600.00		1,500.00	1,500.00		475.00	475.00		1,000.00	1,000.00		850.00	850.00	
36	MP612	Asphalt Patch (4" HMA, 12" UTBC)	5,300	sf	4.08	21,624.00		7.00	37,100.00		7.09	37,577.00		9.00	47,700.00		6.85	36,305.00	
37	MP613	Raise Manhole to Grade with Concrete Collar	3	ea	900.00	2,700.00		1,200.00	3,600.00		675.00	2,025.00		1,500.00	4,500.00		850.00	2,550.00	
38	MP613	Raise Valve to Grade with Concrete Collar	7	ea	700.00	4,900.00		1,000.00	7,000.00		425.00	2,975.00		1,700.00	11,900.00		850.00	5,950.00	
39	MP626-2	New Traffic Striping	300	lf	5.00	1,500.00		4.00	1,200.00		8.17	2,451.00		3.50	1,050.00		-	-	
40	MP632	30" Concrete Curb and Gutter	50	lf	51.00	2,550.00		60.00	3,000.00		85.63	4,281.50		70.00	3,500.00		35.50	1,775.00	

Item	M&P	Description	Qty	Unit	Ormond Construction Inc		Saunders Excavation		Allied Underground		Forefront General Contracting LLC		Stapp Construction Inc	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
41	MP633	6" Concrete Flatwork	120	sf	16.00	1,920.00	16.00	1,920.00	17.77	2,132.40	30.00	3,600.00	8.55	1,026.00
42	MP635	New Concrete Waterway	50	sf	22.50	1,125.00	22.00	1,100.00	35.29	1,764.50	57.00	2,850.00	14.50	725.00
43	MP707	Hydroseeding	12,000	sf	0.50	6,000.00	0.25	3,000.00	0.13	1,560.00	0.40	4,800.00	0.54	6,480.00
44	MP806	Remove Existing Fence, 6' Chain Link	195	lf	8.19	1,597.05	6.00	1,170.00	3.55	692.25	12.00	2,340.00	8.80	1,716.00
45	MP808	New Fence, 6' Chain Link	261	lf	31.59	8,244.99	40.00	10,440.00	31.05	8,104.05	45.00	11,745.00	34.00	8,874.00
46	MP1501a	Remove and Salvage SCADA Panels and Appurtenances, existing hatch	1	ls	1,500.00	1,500.00	7,000.00	7,000.00	525.00	525.00	4,500.00	4,500.00	6,270.00	6,270.00
TOTAL BASE BID					\$	523,039.15	\$	550,490.00	\$	617,274.43	\$	699,410.00	\$	715,087.50

Supplemental Bid Items

51	MP515a	Rock Removal	c/y	\$	750.00	\$	75.00	\$	320.00	\$	500.00	\$	-	\$
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Notes:

- Items in red have been corrected based on the bid quantity and unit price.

BID TABULATION

Pleasant View City | 500 West Reservoir Abandonment & New Water

Bid Opening: June 3, 2026

Item	M&P	Description	Qty	Unit	Leon Poulsen		Marsh Construction		Condle Construction Co., LLC		Beck Construction & Excavation, Inc	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MP001	Mobilization	1	ls	\$ 81,000.00	\$ 81,000.00	\$ 100,000.00	\$ 100,000.00	\$ 170,357.00	\$ 170,357.00	\$ 190,000.00	\$ 190,000.00
2	MP003	UPDES Storm Water Compliance (Under One Acre)	1	ls	1,500.00	1,500.00	2,000.00	2,000.00	6,928.00	6,928.00	17,250.00	17,250.00
3	MP005	Traffic Control	1	ls	20,500.00	20,500.00	30,000.00	30,000.00	29,305.00	29,305.00	50,500.00	50,500.00
4	MP200	Remove 8" CMP Drain Pipe	78	lf	70.00	5,460.00	25.00	1,950.00	78.30	6,107.40	282.00	21,996.00
5	MP201	Remove Storm Drain Structure	1	ea	950.00	950.00	1,500.00	1,500.00	1,497.00	1,497.00	3,610.00	3,610.00
6	MP204	Plug Existing 8" Storm Drain or Drain Pipe	4	ea	1,100.00	4,400.00	800.00	3,200.00	900.00	3,600.00	1,688.00	6,752.00
7	MP300	Remove Water Line (6")	5	lf	126.00	630.00	200.00	1,000.00	283.00	1,415.00	46.00	230.00
8	MP303	Abandon Water Valve	4	ea	250.00	1,000.00	400.00	1,600.00	479.00	1,916.00	709.00	2,836.00
9	MP310	Plug Abandoned 6" Waterline	2	ea	825.00	1,650.00	500.00	1,000.00	821.00	1,642.00	1,085.00	2,170.00
10	MP310	Plug Abandoned 8" Waterline	2	ea	2,200.00	4,400.00	500.00	1,000.00	821.00	1,642.00	1,155.00	2,310.00
11	MP310	Plug Abandoned 10" Waterline	2	ea	975.00	1,950.00	700.00	1,400.00	821.00	1,642.00	1,245.00	2,490.00
12	MP310	Plug Abandoned 12" Waterline	1	ea	2,250.00	2,250.00	700.00	700.00	3,451.00	3,451.00	1,440.00	1,440.00
13	MP311	New 6" C900 DR 18 PVC Water Line (open cut)	30	lf	144.00	4,320.00	150.00	4,500.00	199.00	5,970.00	85.00	2,550.00
14	MP311	New 12" C900 DR 18 PVC Water Line (open cut)	237	lf	188.00	44,556.00	145.00	34,365.00	219.00	51,903.00	127.00	30,099.00
15	MP312	Connect new 6" water line to existing 6" water line	1	ea	3,850.00	3,850.00	5,500.00	5,500.00	4,936.00	4,936.00	7,335.00	7,335.00
16	MP312	Connect new 8" water line to existing 6" water line	1	ea	5,500.00	5,500.00	5,000.00	5,000.00	7,231.00	7,231.00	5,030.00	5,030.00
17	MP312	Connect new 12" water line to existing 10" water line	1	ea	4,400.00	4,400.00	4,500.00	4,500.00	6,099.00	6,099.00	5,640.00	5,640.00
18	MP312	Connect new 12" water line to existing 12" water line	1	ea	7,100.00	7,100.00	6,500.00	6,500.00	5,613.00	5,613.00	8,235.00	8,235.00
19	MP318	New 8" Gate Valve	1	ea	3,850.00	3,850.00	3,300.00	3,300.00	3,291.00	3,291.00	3,775.00	3,775.00
20	MP319	New 12" Gate Valve	2	ea	6,200.00	12,400.00	7,000.00	14,000.00	6,600.00	13,200.00	8,705.00	17,410.00
21	MP324	10" PRV Station (Includes internal air/vac assembly)	1	ea	136,000.00	136,000.00	130,000.00	130,000.00	129,397.00	129,397.00	160,000.00	160,000.00
22	MP328a	Remove Existing PRV Vault	1	ea	3,500.00	3,500.00	10,000.00	10,000.00	3,909.00	3,909.00	11,000.00	11,000.00
23	MP329a	New 12" C900 DR 18 PVC Water Line in 20" Welded Steel Casing by Bore	63	lf	2,260.00	142,380.00	2,400.00	151,200.00	2,389.00	150,507.00	2,150.00	135,450.00
24	MP330a	Abandon in Place Existing Air/Vac Manhole	1	ea	1,300.00	1,300.00	800.00	800.00	1,302.00	1,302.00	1,410.00	1,410.00
25	MP331a	New 6" Insertion Gate Valve	2	ea	22,500.00	45,000.00	28,000.00	56,000.00	29,423.00	58,846.00	31,300.00	62,600.00
26	MP331a	New 10" Insertion Gate Valve	1	ea	36,000.00	36,000.00	42,500.00	42,500.00	49,768.00	49,768.00	53,800.00	53,800.00
27	MP331a	New 12" Insertion Gate Valve	1	ea	40,000.00	40,000.00	50,000.00	50,000.00	55,306.00	55,306.00	60,000.00	60,000.00
28	MP360a	Demolish Concrete Reservoir and Appurtenances	1	ls	75,000.00	75,000.00	100,000.00	100,000.00	64,152.00	64,152.00	95,000.00	95,000.00
29	MP502	Excavation & Grading	1	ls	18,000.00	18,000.00	20,000.00	20,000.00	95,752.00	95,752.00	10,500.00	10,500.00
30	MP505	Import Trench Backfill	1,000	ton	16.00	16,000.00	18.00	18,000.00	25.20	25,200.00	45.00	45,000.00
31	MP601	Saw Cut Concrete	20	lf	5.00	100.00	20.00	400.00	6.60	132.00	6.00	120.00
32	MP602-1	Remove Asphalt (5" - 6" thick - approx.) (includes sawcut)	5,300	sf	2.00	10,600.00	2.50	13,250.00	1.10	5,830.00	5.00	26,500.00
33	MP603	Remove Concrete Flatwork (4" - 6" thick)	170	sf	7.00	1,190.00	5.00	850.00	4.90	833.00	4.50	765.00
34	MP604	Remove Curb and Gutter (including saw cut)	50	lf	18.00	900.00	15.00	750.00	11.70	585.00	9.00	450.00
35	MP609	Pre-Lower Manhole	1	ea	385.00	385.00	800.00	800.00	701.00	701.00	650.00	650.00
36	MP612	Asphalt Patch (4" HMA, 12" UTBC)	5,300	sf	8.50	45,050.00	5.50	29,150.00	8.40	44,520.00	11.00	58,300.00
37	MP613	Raise Manhole to Grade with Concrete Collar	3	ea	725.00	2,175.00	700.00	2,100.00	943.00	2,829.00	850.00	2,550.00
38	MP613	Raise Valve to Grade with Concrete Collar	7	ea	500.00	3,500.00	650.00	4,550.00	556.00	3,892.00	550.00	3,850.00
39	MP626-2	New Traffic Striping	300	lf	12.00	3,600.00	8.35	2,505.00	24.90	7,470.00	8.00	2,400.00
40	MP632	30" Concrete Curb and Gutter	50	lf	80.00	4,000.00	40.00	2,000.00	58.60	2,930.00	58.00	2,900.00

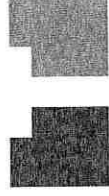
Item	M&P	Description	Qty	Unit	Leon Poulson		Marsh Construction		Condle Construction Co., LLC		Beck Construction & Excavation, Inc.	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
41	MP633	6" Concrete Flatwork	120	sf	34.00	4,080.00	12.00	1,440.00	4.90	588.00	19.00	2,280.00
42	MP635	New Concrete Waterway	50	sf	50.00	2,500.00	20.00	1,000.00	50.70	2,535.00	28.00	1,400.00
43	MP707	Hydroseeding	12,000	sf	0.15	1,800.00	0.55	6,600.00	0.25	3,000.00	1.00	12,000.00
44	MP806	Remove Existing Fence, 6' Chain Link	195	lf	8.00	1,560.00	10.00	1,950.00	3.90	760.50	10.00	1,950.00
45	MP808	New Fence, 6' Chain Link	261	lf	30.00	7,830.00	30.00	7,830.00	35.10	9,161.10	36.00	9,396.00
46	MP1501a	Remove and Salvage SCADA Panels and Appurtenances, existing hatch	1	ls	500.00	500.00	1,800.00	1,800.00	3,568.00	3,568.00	15,000.00	15,000.00
TOTAL BASE BID					\$	814,616.00	\$	878,490.00	\$	1,051,219.00	\$	1,156,929.00
Supplemental Bid Items												
S1	MP515a	Rock Removal	cy		\$	3,500.00	\$	800.00	\$	658.00	\$	235.00

Notes:

- Items in red have been corrected based on the bid quantity and unit price.

Pleasant View City 2026 Renewal

Workers Compensation, General Liability, Automobile, Property



UTAH LOCAL GOVERNMENTS TRUST

TRUST

Premium Summary

Line	2025	2026	Change
Workers Comp	\$25,170	\$19,918	-5 %
Liability	\$38,853	\$35,396	
Automobile	\$42,855	\$42,863	
Property	\$19,314	\$22,158	
Total	\$126,192	\$120,336	

This proposal is for illustration purposes only. Coverage and limits governed by policy terms and conditions, subject to underwriting and loss verification.



Judge's Salary.

Last year, the Judge's salary needed to fall within the range of \$36,834-\$47,358. The judge's salary was set at \$36,834.

This year, the Judge's salary needs to fall within the range of \$20,452.25-\$26,295.75. The judge's salary can't be reduced to fall within the new range, and the city is required to provide the same salary increase given to the employees.



Administrative Office of the Courts

Chief Justice Matthew B. Durrant
Utah Supreme Court
Chair, Utah Judicial Council

Ronald B. Gordon, Jr.
State Court Administrator
Neira Siaperas
Deputy State Court Administrator

April 5, 2026

The Honorable Steve Gibson

Mayor of Pleasant View
520 W Elberta Drive
Pleasant View, Utah 84414

Re: Statutory Salary Range for Justice Court Judges

Dear Mayor Gibson,

Each year, the Administrative Office of the Courts (AOC) provides guidance to each local government with a justice court. The purpose of this guidance is to ensure that judges are paid within the salary range required by Section 78A-7-206 of the Utah Code. That statute allows each city or county to set the salary of its full-time justice court judge(s) between 70% and 90% of the annual salary of a district court judge.

The salary of a district court judge is set by the legislature. In the 2026 session, the legislature approved a COLA increase of 2.5%. Accordingly, effective July 1, 2026, the annual salary of a district court judge will be increased to \$224,750. As such, the salary of a full-time justice court judge as of that date should be between \$157,325 and \$202,275.

For courts with part-time judges, this salary range is reduced in proportion to the judge's workload. To determine a judge's workload, the AOC uses a formula it developed to calculate the amount of work each justice court judge averages over a three-year period. This approach accounts for much of the work that a judge performs—whether on or off the bench—but not all. The formula is constantly being refined as more data becomes available. Recently, based on an analysis of thousands of hearings, an updated formula was approved by the Judicial Council. As such, the workload for your judge may have changed significantly since it was last provided. If that's the case with your jurisdiction, it is more likely due to a recalibration of case weights than a change in practice by the judge or the law enforcement agency(ies) that serve(s) the justice court.

**The mission of the Utah judiciary is to provide the people an open, fair,
efficient, and independent system for the advancement of justice under the law.**

The workload for the Pleasant View Justice Court was calculated by the AOC to be 0.13 or 13% of the workload of a full-time justice court judge. Therefore, the salary range for the **Pleasant View Justice Court** Judge as of July 1, 2026, will be **\$20,452.25 to \$26,295.75**.

In addition to the foregoing parameters, please consider the following when determining the salary your judge will receive as of July 1, 2026:

- The range described above merely provides baseline salary parameters for your judge. Salaries should reflect experience, tenure as a judge, and the vast array of services he or she provides to the community.
- In addition to any increase that may result from the new range, Section 78A-7-206(1)(c) of the Utah Code requires that each judge receive an annual salary increase equal to or greater than the average pay increase for all county or municipal employees in the jurisdiction served by that judge.
- **Despite fluctuations in workload, the Utah State Constitution does not permit a judge's salary to be reduced during their terms in office.**
- Those individuals employed as a justice court judge by more than one jurisdiction may not receive a combined salary for services as a judge that exceeds \$224,750. Please note it is the judge's responsibility to ensure compliance with this requirement if it applies.

To ensure compliance with applicable statutes and the Utah Constitution, the Administrative Office of the Courts tracks changes to the compensation of each justice court judge. As such, I would request that you please provide (i) the current salary of each judge in your justice court as of April 30, 2026, and (ii) the amount each judge will be making as of July 1, 2026.

This information should be emailed to Dee Dee Sonntag at deedees@utcourts.gov no later than June 30, 2026. If you have any questions regarding the calculation of a judge's salary, please contact Ms. Sonntag at (801) 578-3820. Thank you for your assistance.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ronald B. Gordon, Jr.", with a stylized flourish at the end.

Ronald B. Gordon, Jr.
State Court Administrator

cc: Judge Paul Olds
Jim Peters, State Justice Court Administrator
Amanda McDonald, Local Justice Court Administrator
Andrea Steiniger, City Administrator

Reference: Utah Constitution, Article VIII, Section 14
UCA § 78A-7-206

ORDINANCE 2026-15

**AN ORDINANCE ENACTING COMPENSATION INCREASES
FOR EXECUTIVE MUNICIPAL OFFICERS**

WHEREAS, the Utah State Legislature during the 2024 General Session passed S.B. 91;

WHEREAS, S.B. 91 amended Utah Code Section 10-3-818 regarding City employee salaries; and

WHEREAS, the City of Pleasant View must publish public notice and hold a separate public hearing on proposed compensation increases for executive municipal officers before adopting those increases; and

WHEREAS, the Pleasant View City Council finds that enacting the proposed compensation increases as set forth in this Ordinance will comply with Utah Code requirements.

NOW, THEREFORE, Be it ordained by the Pleasant View City Council:

SECTION ONE: Compensation increases for Executive Municipal Officers proposed for inclusion in the City's 2026-2027 fiscal year budget is a \$.63 increase on July 1, 2026, and up to a \$1.00 Performance Adjustment.

SECTION TWO: This ordinance shall take effect July 1, 2026.

DATED this 9th day of June 2026.

PLEASANT VIEW CITY, UTAH

Steve Gibson, Mayor

Attest:

Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2026

This ordinance has been approved by the following vote of the Pleasant View City Council:

CM Arrington	_____
CM Ferry	_____
CM Marriott	_____
CM Urry	_____
CM Wilkinson	_____

RESOLUTION 2026-N

**A RESOLUTION AUTHORIZING THE EMPLOYER 'PICK-UP' ELECTION OF
EMPLOYEE RETIREMENT CONTRIBUTIONS FOR TIER 2 PUBLIC SAFETY.**

WHEREAS, Pleasant View City Corporation participates in a Utah Retirement System;
and

WHEREAS, the Internal Revenue Service and Utah Retirement Systems require entities
who make retirement contributions on behalf of their employees make a formal pick-up
election for these contributions; and

WHEREAS, Pleasant View City has the authority and responsibility to establish appropriate
policies; and

NOW THEREFORE, Be it resolved by the City Council of Pleasant View, Utah:

SECTION ONE: The City Administrator and staff are authorized and directed to take the
necessary steps to make this employer 'pick-up' election for Tier 2 Public Safety at the
rate of 5.98% of salary as allowed under the Internal Revenue Code and by Utah
Retirement Systems and as outlined in the attached 'Employer Election to Pick-Up Member
Contributions' from the Utah Retirement Systems.

SECTION TWO: This resolution shall take effect July 1, 2026.

DATED this 9th day of June 2026.

PLEASANT VIEW CITY, UTAH

Steve Gibson, Mayor

Attest:

City Recorder

This resolution has been approved by the following vote of the Pleasant View City Council:

Council Member Arrington
Council Member Ferry
Council Member Marriott
Council Member Urry
Council Member Wilkinson



Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7318 | 800-753-7318
www.urs.org

Employer Election To Pick-up Member Contributions

- Instructions:**
1. This form is designed to notify Utah Retirement Systems (URS) of an Employer's formal election to pick-up retirement contributions.
 2. This form and accompanying documentation must be returned to URS for processing.
 3. A separate Election must be indicated and submitted for each URS system for which the Employer is electing to pick-up Employee contributions, whether on a single form or multiple submitted forms.
 4. For information regarding employer pick-up contributions, please refer to Internal Revenue Code Section 414, and IRS Revenue Ruling 2006-43. If you would like to update the *Employer Election to Pick-Up Member Contributions* form on file for your employees, please input the total amount you are electing to pick-up. By submitting this information, it will amend your previous election, and it cannot be less than the previous pick-up amount.
 5. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of member contribution pick-ups and submitting this form.

SECTION A » EMPLOYER INFORMATION

Employer Name <u>Pleasant View City</u>	Employer Number	Date
Desired Effective Date: <u>7/1/2026</u> (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)		

SECTION B » PICKUP AMOUNT(S)

The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Please check the box and fill in the portion of employee contributions picked-up for each affected system below).

Attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions. (For example, ordinance, resolution, governing body meeting minutes, etc.)

- ☐ Tier 1 Firefighters' Retirement System, with a pick-up election of _____% of salary that will be paid by the Employer in lieu of employee contributions. *This election only available to employers initially entering participation with URS in the Firefighters' Retirement System.*
- ☒ Tier 2 Public Safety and Firefighter Contributory Retirement System, with a pick-up election of 5.98% of salary that will be paid by the Employer in lieu of employee contributions for members serving as a **Public Safety Officer**.
- ☐ Tier 2 Public Safety and Firefighter Contributory Retirement System, with a pick-up election of _____% of salary that will be paid by the Employer in lieu of employee contributions for members serving as a **Firefighter**.

SECTION C » CERTIFICATION AND SIGNATURE

I acknowledge and certify the following:

- I represent and have the authority to sign and submit this form on behalf of the participating employer;
- The Employer has taken all appropriate and necessary actions to make a formal Employer pick-up of employee contributions on behalf of its employees;
- The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414(h);
- From and after the date of the pick-up election, an Employer may not: 1) have a cash or deferred election right with respect to the designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan;
- In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction – in other words, the Employer must not reduce Employee salary to offset the amount designated as Employee contributions;
- Future modifications to this Employer election may be disallowed or limited;
- The election authorized to be taken by the foregoing is not contrary to any governing provisions of the Employer;
- I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a "pick-up" election or submitting this form; and
- The information provided on this form and attached documentation is correct and can be relied upon by URS.
- I agree that the Employer will indemnify URS from and against any claims or other liability including attorney fees based upon the Employer's failure to comply with pick-up election requirements.

Printed Name of Employer Representative (Binding Official)	Signature of Binding Official	Title
--	-------------------------------	-------

Utah Retirement Systems
Final Condensed Retirement Contribution Rates as a Percentage of Salary and Wages
Fiscal Year July 1, 2026 - June 30, 2027

	Tier 1 DB System				Tier 1 Post Retired				Tier 2 - DB Hybrid System				Tier 2 - DC Plan					
	Contribution Reporting Fields				Post Retired		Post Retired		Contribution Reporting Fields				Contribution Reporting Fields					
	Tier 1 2026-2027 RATES				Employment after 6/30/2010 - NO Amortization of UAAL**	Employment before 7/1/2010	Optional 401(k) Cap	Tier 2 2026-2027 RATES				Tier 2 2026-2027 RATES						
	Employee	Employer	TOTAL						Tier 2 Fund	Employee	Employer	401(k)	TOTAL	Tier 2 Fund	Employee	Employer	401(k)	TOTAL
Public Employees																		
Contributory Retirement System																		
11- Local Government	6.00	10.96	16.96		4.87	12.09			111	1.30	14.95	0.00	16.25	211	0.00	4.95	10.00	14.95
12- State and School	6.00	16.70	22.70		11.25	11.45												
17- Higher Education	6.00	17.70	23.70		12.25	11.45												
Public Employees																		
Noncontributory Retirement System																		
15- Local Government	-	14.97	14.97		9.11	11.86			111	1.30	13.19	0.00	14.49	211	0.00	3.19	10.00	13.19
16- State and School	-	21.19	21.19	*	8.94	12.25			112	1.30	19.02	0.00	20.32	212	0.00	9.02	10.00	19.02
18- Higher Education	-	22.19	22.19	*	9.94	12.25			117	1.30	20.02	0.00	21.32	217	0.00	10.02	10.00	20.02
Public Safety																		
Contributory Retirement System																		
Division A (with Social Security)																		
23- Other Division A With 2.5% COLA	12.29	21.79	34.08		10.77	23.31			122	5.98	24.85	0.00	30.83	222	0.00	10.85	14.00	24.85
Public Safety																		
Noncontributory Retirement System																		
Division A (with Social Security)																		
42- State With 4% COLA	-	39.85	39.85		16.96	22.89			122	5.98	31.04	0.00	37.02	222	0.00	17.04	14.00	31.04
43- Other Division A With 2.5% COLA	-	32.54	32.54		10.25	22.29			122	5.98	24.33	0.00	30.31	222	0.00	10.33	14.00	24.33
75- Other Division A With 4% COLA	-	34.21	34.21		11.41	22.80									0.00	11.49	14.00	25.49
48- Bountiful With 2.5% COLA	-	50.38	50.38		26.89	23.49									0.00	26.97	14.00	40.97
Division B (without Social Security)																		
44- Salt Lake City With 2.5% COLA	-	46.71	46.71		24.20	22.51									0.00	24.28	14.00	38.28
45- Ogden With 2.5% COLA	-	48.72	48.72		26.30	22.42									0.00	26.38	14.00	40.38
46- Provo With 2.5% COLA	-	42.23	42.23		19.61	22.62									0.00	19.69	14.00	33.69
47- Logan With 2.5% COLA	-	40.47	40.47		17.87	22.60									0.00	17.95	14.00	31.95
49- Other Division B With 2.5% COLA	-	32.57	32.57		9.95	22.62									0.00	10.03	14.00	24.03
76- Other Division B With 4% COLA	-	33.97	33.97		10.94	23.03									0.00	11.02	14.00	25.02
Firefighters' Retirement System																		
Division A (with Social Security)																		
31- Division A	15.05	1.61	16.66		-	16.66									0.00	0.08	14.00	14.08
Division B (without Social Security)																		
32- Division B	16.71	0.34	17.05		-	17.05									0.00	0.08	14.00	14.08
Judges' Retirement System																		
37- Judges' Noncontributory	-	46.00	46.00															

↑
4.73% to 5.98%
1.25% ↑
Pickup Election?

* Does not include the required 1.5% 401(k) contribution.
** Unfunded Actuarial Accrued Liability

Fraud Risk Assessment

Continued

*Total Points Earned: 375 / 395 *Risk Level: Very Low > 355 Low 316-355 Moderate 276-315 High 200-275 Very High < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	✓	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	✓	5
b. Procurement?	✓	5
c. Ethical behavior?	✓	5
d. Reporting fraud and abuse?	✓	5
e. Travel?	✓	5
f. Credit/Purchasing cards (where applicable)?	✓	5
g. Personal use of entity assets?	✓	5
h. IT and computer security?	✓	5
i. Cash receipting and deposits?	✓	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team? <u>CPFA</u>	✓	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	✓	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	✓	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	✓	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	✓	20
7. Does the entity have or promote a fraud hotline?	✓	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?	✓	20

*Entity Name: Pleasant View City

*Completed for Fiscal Year Ending: June 30, 2026 *Completion Date: June 9, 2026

*CAO Name: Andrea Steiniger *CFO Name: Laurie Helstrom

*CAO Signature: [Signature] *CFO Signature: [Signature]

*Required

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between Pleasant View City, Utah, a municipal corporation and political subdivision of the State of Utah (hereinafter, "City") and Comcast of California/Massachusetts/Michigan/Utah LLC (hereinafter, "Grantee").

The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act").

1.1. "Effective Date" means the date on which all persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.2. "Franchise Area" means the present legal boundaries of the (City/Town/County) as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.3. "Gross Revenue" means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles ("GAAP"). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair,

replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.2.1. Rights of Grantee Upon Expiration or Revocation. For so long as Grantee's Cable Systems remain in the Rights-of-Way, unless abandonment in place has occurred, or does any work in connection with its Cable Systems in the Rights-of-Way, including after the expiration or termination of the franchise granted herein, Grantee shall remain subject to the duties and obligations of Sections regarding Franchise Fee, Public Use Rights, Police Powers, Construction and Maintenance of the Cable System, Insurance and Indemnification, and Security for Performance of this Agreement, and any other duties and obligations set forth under the Telecommunications Rights-of-Way Ordinance, as amended.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and must be agreed to in writing and signed by both parties.

2.4. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

2.5. Licenses. The Grantee acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to provide cable communications services consistent with such applicable federal and state laws and the provisions of this Agreement.

2.6. 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 a manner that would indicate any such relationship with each other.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the

Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.4. City Uses of Poles and Overhead Structures. Subject to the restrictions in 3.4.1. below, when Grantee has space available, the City shall have the right to use approved poles owned by the Grantee within the City pursuant to the terms of a separate pole attachment agreement or similar agreement entered into by the Parties.

3.4.1. Limitations on Use Rights. Nothing in this Agreement shall be construed to require the Grantee to increase pole capacity or do any make-ready work, alter the manner in which the Grantee attaches equipment to the poles, or alter the manner in which the Grantee operates and maintains its equipment.

3.5. Excavation Permit Required. Grantee shall comply with the City's permitting process and any other applicable City Ordinances, as may be amended from time to time, for all work performed within the Rights-of-Way.

3.6. Applicable Laws. Grantee shall obtain all required permits or approvals for construction, maintenance, and operations, and shall at all times be subject to and comply with all applicable laws, statutes, codes, rules, regulations, standards, and procedures regarding the construction, operation, and maintenance of the Grantee's Cable Systems in the Rights-of-Ways, now in force or which, hereafter, may be promulgated (including but not limited to applicable zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry practices. The City may inspect the manner of such work and require remedies as may be necessary to assure

compliance. In the event the Grantee should fail to comply with the terms of any lawful and applicable City ordinance, regulation, or requirement, the City shall give the Grantee written notice of such noncompliance and the time for correction provided by ordinance or as provided herein.

3.7. Standards and Specifications. All work in the Rights-of-Way shall be done in a safe manner and shall follow the City Ordinances and City Standards and Specifications ("Standards and Specifications") and the Manual of Uniform Traffic Control Devices (MUTCD). Upon the City's reasonable request, the Grantee will provide the City with a status report of such measures.

3.8. Workmanlike Manner. The installation, maintenance, renovation, and replacement of Grantee's Cable Systems in the Rights-of-Way shall be performed in a good and workmanlike manner.

3.9. Non-Interference. All Cable Systems constructed by the Grantee shall be located so as not to cause injury to: (i) public use of the Rights-of-Way; (ii) City's water mains, storm water infrastructure, streetlights, or any other municipal use or improvement in the Rights-of-Way; and (iii) trees and other natural features.

3.10. Underground Installation. Unless otherwise provided herein, all of Grantee's newly constructed facilities within the City shall be constructed underground; provided, however, Grantee shall only be required to place newly constructed facilities underground to the extent that underground placement is also required of all other newly constructed lines of other Cable companies at that location. Nothing herein shall require the Grantee to convert existing aboveground facilities to underground facilities until and unless all other providers in the same location are required to do so under the same non-discriminatory terms and conditions. Aboveground includes the installation of any box or other equipment that is attached to the ground and rises more than 2" (two inches) above the existing grade prior to installation or any excavation work.

3.11. Coordinated Installation. To prevent and/or minimize the number of cuts to and excavations within the Rights-of-Way, Grantee shall coordinate with the City and other utilities or users of the Rights-of-Way, when such cuts and excavations will be made. To the extent the same does not materially increase Grantee's costs or otherwise materially impact Grantee's operations, and subject to applicable law, Grantee's installation, repairs, or maintenance of lines and facilities within the Rights-of-Way shall be made in the same trench and at the time other installations, repairs, or maintenance of facilities are conducted within the Rights-of-Way. The City will give the Grantee a schedule of street repairs in advance of City work which schedules may be subject to change based upon funding. In addition, the City will hold regular meetings with the Grantee to provide updates on road projects and opportunities to share costs on burying lines.

3.12. Damage to Public Property. If, during the course of installation, removal, inspection, or work on its Cable Systems, the Provider, its officers, agents, contractors, or employees causes damage to or impermissibly alters any Rights-of-Way or City property

other than damage from ordinary wear and tear and other damages not caused by Grantee, the Grantee shall (at its own cost and expense, and in accordance with the City Standard and Specifications) replace and restore it to as good a condition as existed immediately before the work commenced within such reasonable time as the City shall require, and shall be liable to the City for any actual, reasonable, and documented costs and expenses incurred by the City as a result of such damage or alteration. Grantee shall, prior to commencing work in the Rights-of-Way or other City public places, obtain a permit to perform such work from the City. The Grantee will abide by all lawful applicable ordinances, rules, regulations, including the City Standard and Specifications for such work. The Grantee shall give the City the telephone number of the Grantee's representative for contact in an emergency. This section shall survive termination or expiration of this Agreement.

3.13. Removal and Protection of City Property. No City property shall be removed from the Rights-of-Way, including signage on utility poles, without prior permission from an authorized representative of the City.

3.14. Safety. Grantee shall at all times operate, repair, and maintain its Cable Systems in a safe and careful manner.

3.15. Excavations. Grantee shall comply with all City laws and regulations for excavation and construction, and shall be responsible for obtaining all applicable permits before beginning work in the Rights-of-Way. The City shall have the right to inspect all construction or excavation. All construction, excavation, maintenance, and repair work done by the Grantee shall be performed in a timely and reasonably expeditious way in conformity with the applicable laws and ordinances, including the City Standard and Specifications, and in a manner that minimizes the inconvenience to the public or individuals to an extent reasonably feasible. All public and private property in or adjacent to Rights-of-Way or other property disturbed by Grantee's construction or excavation activities shall be restored as soon as reasonably possible by the Grantee, at its expense, to substantially its former condition, subject to inspection by the City and compliance by the Grantee with remedial action reasonably required by the City Engineer or his or her representative pursuant to said inspection. Grantee shall comply with the City's requests for prompt action to remedy all damage caused by Grantee, its officers, employees, agents, and contractors to public property adjacent to Rights-of-Way or other property where the Grantee is performing excavation or construction work.

3.16. Relocation. Whenever the City shall, in the interest of the public health, safety, and general welfare require the relocation or reinstallation of any Cable Systems within a Right-of-Way, Grantee shall, upon not less than one hundred twenty (120) days' prior written notice, thereafter, promptly commence and diligently complete such work to remove and relocate or reinstall such Cable Systems as may be necessary to meet the requirements of the City. Notwithstanding the foregoing requirement, the Grantee shall use commercially reasonable efforts to relocate its Facilities upon sixty (60) days' prior written notice from the City, when requested by the City due to an Emergency, or as the Parties may otherwise agree in writing. Such relocation, removal or reinstallation by the

Grantee shall be at no cost to the City (for clarity, except to the extent the same is requested for beautification purposes). The Grantee may ask for a meeting with the City to discuss the relocation and alignment for the relocated Cable Systems. Provider will not be required to relocate the same facility at its own expense more than once every ten (10) years, barring an emergency. If a City project is funded by federal or State monies that specifically includes an amount allocated to defray the expenses of relocation of Cable Systems, the City shall reimburse the Grantee up to the extent of such specified and demonstrated amount for any actual relocation costs mandated by the project to the extent that the City actually receives such federal or State funds expressly earmarked for that purpose. The requirements of this Section shall not be construed to be in derogation of any right or cause of action for reimbursement the Grantee may have against a developer or other private interest which causes the need to move its lines or Cable Systems; under such circumstances, the City will require as a permit condition that the developer or other private interest pay for Grantee's reasonable relocation costs.

3.17. Prohibitions. Except as otherwise provided herein, Cable Systems maintained or installed by Grantee within the City shall be so located and constructed as not to interfere with or damage any City improvements or do any of the following acts:

- (a) Interfere with access to or use of any water or fire hydrant; obscure the view of or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- (b) Interfere with sight distance established by any ordinance or law;
- (c) Obscure the light from any streetlight;
- (d) Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City or in the instance that Grantee's Cable Systems were installed before such water or sewer line was installed;
- (e) Damage irrigation, landscaping, or trees owned or maintained by the City;
- (f) Damage any communications lines owned or maintained by the City;
- (g) Install Cable Systems in the paved sidewalk area unless authorized in advance by the City; the foregoing does not limit Grantee's right to maintain existing, City-approved Cable Systems; and

3.18. Removal and Relocation. The City shall have authority to require Grantee to remove or relocate any Cable Systems located in violation of this Section or Agreement at Grantee's sole expense. Such relocation or removal shall be completed within sixty (60) days (or other period of time as the Parties may mutually agree to be acceptable for the required work) of written notice from the City. The notice shall prescribe the area where the facility is located and any other special conditions reasonably deemed necessary by the City.

3.19. Maps. Upon request, Grantee shall within a reasonable time, but no more than ninety (90) days, develop and deliver to the City maps of its Cable Systems in pdf format; provided that Grantee may exclude details Grantee considers to be proprietary, trade secrets, or the disclosure of which would cause system security concerns.

3.20. Damage to Others' Facilities. During construction or maintenance, if Grantee, its contractors, subcontractors, employees, agents, or assigns causes damage to or a break in any lines, cables, ducts, conduit, or other facilities located in or out of the Rights-of-Way, the Grantee shall immediately notify the affected Party and the City by the fastest practical means.

3.21. City's Right to Perform. If Grantee, its successors or assigns fails to perform any obligation under this Section or Agreement after being given advance notice of and opportunity to cure the same in the amount of time specified in the applicable section of this Agreement, and in any event no less than a reasonable amount of time, then the City shall have the right, but not the obligation, by its own employees or by a contractor, to perform the obligation upon fifteen (15) days prior written notice to the Grantee. The City shall in that event be reimbursed its reasonable, direct, out-of-pocket costs by the Grantee within thirty (30) days after receipt of a detailed invoice for the work so performed. This Subsection shall survive the termination or expiration of this Agreement.

SECTION 4 - Customer Service Standards; Customer Bills; and Privacy Protection

4.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended.

4.2. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 5 - Oversight and Regulation by Franchising Authority

5.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. The payment of franchise fees shall be made on an [annual/quarterly] basis and shall be due forty-five (45) days after the close of each [calendar year/calendar quarter]. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

5.2. Police Powers. The City expressly reserves, and the Grantee expressly recognizes, the City's right 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 lawful exercise of its police power for the protection of the City's property, the Rights-

of-Way, and the health, safety, and welfare of its citizens and their properties. Grantee agrees to comply with all such applicable ordinances, rules, and regulations presently in effect, and with all such lawful, nondiscriminatory, competitively neutral ordinances, rules, and regulations the City may subsequently enact.

SECTION 6 – Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 7 - Enforcement and Termination of Franchise

7.1. Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

7.2.

Grounds for Termination. Subject to applicable State and Federal law, the City may terminate or revoke this Agreement and all rights and privileges provided herein upon ninety (90) days prior written notice for any of the following reasons:

- (a) The Grantee fails to make timely payments of the Franchise Fee and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure; provided, however, that any payment made pursuant to such request shall not be deemed to constitute a waiver of the City's right to challenge the calculation of the franchise fee;
- (b) The Grantee, by act or omission, violates a material duty under this Agreement that is within the Grantee's control and for which specific redress is not expressly provided elsewhere in this Agreement and the Grantee fails to remedy the violation in conformance with the procedures set forth in Section 7.2; or
- (c) The Grantee becomes insolvent, unable, or unwilling to pay its debts when due; 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 the Grantee within sixty (60) days.

7.3. Procedure for Termination. The City shall hold a hearing to determine if Grantee has violated a material duty of this Agreement; provided that Grantee is allowed to attend said hearing and given an opportunity to respond. In the event the City reasonably determines that Grantee has violated a material duty under this Agreement, the City shall provide written notice of such determination to the Grantee. Grantee shall commence and diligently pursue efforts to remedy the conditions identified in the notice ("Conditions"). Grantee shall have forty five (45) calendar days from the date it receives notice, or such other time as may be mutually agreed upon by the Parties, to remedy the Conditions, or, if the violation is of such nature or due to flood, earthquake, or other act of God, riot, civil unrest, war, or other event beyond the control of Grantee and a longer time is necessary to remedy the Conditions, then the time needed to remedy the Conditions ("Correction Time") shall be extended for such time as is actually necessary to remedy the Conditions; provided, however, that the reason for the failure to remedy the Conditions within the Correction Time must not be the intentional or negligent act or omission of the Grantee in remedying the Conditions. After the expiration of the Correction Time, if the Grantee has failed to remedy the Conditions, the City may declare the Franchise forfeited and this Agreement terminated, and thereupon, the Grantee shall have no further rights or authority hereunder.

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

7.5. Remedies at Law. In the event the Grantee or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Grantee, whichever the case may be, may pursue such remedies provided herein or available at law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. Remedies for contractual breach by the City shall be limited to specific performance. Except for a party's indemnification obligations, in no event shall either party be liable to the other party for any indirect, incidental, special, punitive, or consequential damages arising out of, or in connection with, this Agreement, including, but not limited to, lost profits, lost revenue, loss of goodwill, loss of anticipated savings, loss of data, incurred or suffered by either part.

7.6. Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Grantee. 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 8 – Competitive Equity

8.1. New Video Service Provider.

8.1.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with

the Franchising Authority to provide video services to subscribers in the City, or (ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the City under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

8.1.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

8.2 The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 9 - Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

9.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

Pleasant View City
520 W Elberta Drive
Pleasant View City, Utah 84414

To the Grantee:

Comcast
9602 S. 300 W.
Sandy, UT 84070
Attn: Government Affairs

with a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 JFK Blvd, 49th Floor
Philadelphia, PA 19103

9.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

9.5. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

9.6. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

9.7. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

9.8. Insurance. Prior to commencing operations in the City pursuant to this Agreement, the Provider shall furnish to the City evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the Provider is effectively self-insured if the Provider has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the City.

9.9 Indemnification. The Provider agrees to indemnify, and hold harmless the City from and against all losses, claims, suits, judgments, demands, expenses, subrogation, liens, reasonable attorney's fees, and costs or actions of any kind and nature ("Claims and Demands") resulting from personal or bodily injury to any person, including employees of Provider or any contractor or subcontractor engaged or employed by Provider, including bodily injury or death, or damages to any real or personal property, to the extent arising or resulting from any negligent acts or omissions of Provider, its contractors, subcontractors, officers, employees, and agents while exercising any of the rights or privileges granted by this Agreement, and to pay any and all costs, including reasonable attorney fees, incurred by the City in defense of such Claims and Demands. The City shall give written notice to the Provider of any Claims and Demands 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 Claims and Demands, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the Provider shall not be obligated to indemnify or defend the City for any Claims and Demands caused by the negligence or willful misconduct of the City, its officers, agents, and employees, or a third party who is not Provider's employee, agent, or contractor. This Subsection shall survive the termination or expiration of this Agreement.

9.9.1. City Participation in Litigation. The Grantee shall timely notify the City of any litigation which would negatively affect the City's material rights under this Agreement. Notwithstanding Subsection 9.9, the City shall have the right, at its sole cost and expense, to take part in any such suit, action, or proceeding instituted by or against Grantee. Grantee shall not object to the City's exercise of such right. In the event that Grantee refuses the tender of defense in any suit or any claim, as required by this Section, and that refusal is subsequently determined by a court having appropriate jurisdiction (or such other tribunal that the Parties agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of City's reasonable costs for defense of the action, including all reasonable expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this Section 9.

9.10. Binding Agreement. The Parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the Parties; (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.

9.11. Discussion and Mediation. Notwithstanding any other provision contained herein, before the City or the Provider brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, the Provider and the City shall first make a good-faith effort to resolve their dispute by discussion and then, if that fails, by nonbinding mediation by a mediator acceptable to both Parties, the cost of which shall be borne equally by the Parties. Notwithstanding the foregoing, any obligation or requirement to engage in mediation under this section shall in no event prevent a Party from initiating litigation in order to avoid the lapse of a statute of limitations or to obtain an equitable remedy.

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

9.13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior negotiations, agreements, or understandings between the Parties related to the subject matter hereof.

9.14. No Waiver. No failure by any Party to insist on the strict performance of any covenant, duty, or condition of this Agreement or to exercise any right or remedy consequent on a breach of this Agreement shall constitute a waiver of any such breach or of such or any other covenant, duty, or condition.

9.15. Interpretation. 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. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership, or other legal entity when the context so requires.

9.16. Headings. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

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

9.18. Jurisdiction and Venue. This Agreement shall be interpreted pursuant to Utah law. Any claim or lawsuit arising out of this Agreement shall be brought in the Second District Court, Weber County, Utah, or in the U.S. District Court for the State of Utah located in Salt Lake City, Utah.

9.19. Binding Agreement. This Agreement shall be binding upon the lawful successors, administrators, and assigns of each of the Parties.

9.20. Warranty of Authorization. The person signing for and on behalf of Provider warrants and represents that he or she is duly authorized and empowered to enter into this Agreement for and on behalf of Provider, and that Provider is duly organized and validly existing under the laws of the State of Utah, and that by his or her signature, he or she does bind Provider to the terms of this Agreement. The person signing below for Provider warrants to the City that all necessary company approvals, authorizations, and consents have been obtained, and all company procedures required to be taken have been followed to enable Provider to enter into this Agreement and to perform its duties hereunder.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Pleasant View City:

By: _____

Name: _____

Title: _____

For Comcast of California/Massachusetts/Michigan/Utah LLC:

By: _____

Name: _____

Title: _____

Memo

To: Mayor and City Council
From: Laurie
Date: June 2, 2026
Re: New Business Licenses Issued



RECOMMENDED ACTION No action needed. Informational only.

DESCRIPTION / BACKGROUND According to the Business License Ordinance, the council only needs to receive a list of approved and denied business license applications. The following are approved new businesses:

Nick Barnett HVAC of Utah LLC	285 W 4050 N	HVAC service and repair	Nicholas Barnett
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