



Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the 8th day of Dec. ~~November~~ in the
year of 2019, by and between the following parties, for services in connection with the Project
identified below.

OWNER:

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

DESIGN-BUILDER:

E.K. Bailey Construction
1342 North Washington Blvd.
Ogden, UT 84404

PROJECT:

Old City Shops Demo and Replacement and City Shops Covered Parking Bays Project

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

② Demo old city maint. shop including asbestos remediation

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

1.1.1 Owner would like to demolish and replace with new an approximately 6,000SF shop building and covered parking bays on the existing City Public Works site.

1.1.2 Owner and Design-Builder shall hold regular meeting to review the design development and provide feedback and approval for the progress work.

1.1.3 Design Development schedule duration is estimated at 10 weeks.

① construct covered parking bay

③ design + construct 6,000 sf new city maintenance shop bldg

bi-weekly or more frequent

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's RFP, Design-Builder's Proposal and the Exclusion List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.2.1 Design-Builder's Budget and Design/Engineering Fees is attached as 'Exhibit A & B'

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

2.1.5.1 Construction Document List shall be added via Amendment as 'Exhibit C' upon completion of the Design Phase.

1.1.4 construction meetings bi-weekly

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The

Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's RFP, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder and Owner shall retain mutual ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a full license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than TBD (TBD) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows:

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General

Guaranteed Max Price → form 530 — cost Plus Fee
w/ option for GMP

Conditions of Contract the sum of TBD via Amendment Dollars (\$ TBD) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of ten percent (10%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit 'B & C' hereto.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the twenty-fifth (25) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within fifteen (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment provided, until 100% of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations.

7.2.2 Within fifteen (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract. Final payment is hereto contingent upon final acceptance of the Owner on the finish project and a Certificate of Occupancy.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one point two percent (1.2%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon written notice (the "Written Notice") from the Owner of such a termination, the Contractor shall (1) cease all operations as directed by the Owner in the Written Notice, (2) take those actions as directed by the Owner in the Written Notice to protect and preserve the work performed prior to the termination, and (3) terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. Because such a termination is for convenience and without cause, the Owner shall accept the Project in its as-is condition on the date of termination, and shall pay the Contractor for all work performed and material supplied or ordered through the date of termination, as well as costs incurred on account of the termination, including without limitation all costs of complying with this provision and the Written Notice, demobilizing from the Project and preparing a final billing, and reasonable overhead and profit on the work not executed on account of the termination for convenience.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

? Mayor or Bill ?

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

? Bill or Tyson ?

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Brent Bailey, President
801-563-3702

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Ryan Tanzie, Estimator
801-803-3854

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the RFP Requirements, and in accordance with Article 5 of the General Conditions of Contract. The City of Pleasant View shall be listed on the insurance certificates as an additional insured.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

Contingency

The parties acknowledge that the Design Builder's lump sum contract amount does not include any contingency for uncertainties, unforeseen conditions, omissions and other similar situations ("Contingency Items") that often arise and are usually funded by such contingency. The Owner agrees to accept the risk of the occurrence of such Contingency Items and agrees to fund the cost of such items through formal change orders to the Design Builder. Specifically, such Contingency Items include, but are not limited to, costs resulting from incompatible design, errors or omissions in design, unforeseen or unpredictable conditions, incomplete or changes in the definition of the scope of Work, and construction errors and deficiencies not caused by the negligence of the Design Builder or its consultants or subcontractors.

Change orders related to the Contingency Items will include a preliminary cost estimate and related information as requested by the Owner and shall be presented to the Owner's Representative for approval prior to the Design Builder incurring any costs related thereto. Owner will respond to Contingency Item change order requests after the next City Council Meeting. Owner and Design Builder recognize that time is of the essence regarding these requested change orders and delays by the Owner in responding to such requests could impact the construction schedule and associated Substantial Completion Date, resulting in additional costs incurred by the Design Builders.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.



Design Fees

Pleasant View City Shops Project
11/27/2019

Architectural Design	\$1,650.00
Structural Design	\$4,200.00
Mechanical/Plumbing Design	\$4,500.00
EK Bailey Design Coordination Fee	\$1,500.00
Total:	\$11,850.00



Budget
Pleasant View City Shops
11/27/2019

Does this include
covered parking bay?

		Total
01 General Conditions		\$5,000
02 Existing Conditions		\$3,500
03 Concrete		\$84,218
04 Masonry		\$0
05 Metals		\$81,702
06 Woods & Plastics		\$0
07 Thermal & Moisture Protection		\$11,736
08 Doors & Windows		\$19,000
09 Finishes		\$5,700
10 Specialties		\$0
11 Equipment	compressed air	\$0
12 Furnishings		\$0
13 Special Construction		\$0
14 Conveying Systems		\$0
21 Fire Protection	Required	\$0
22 Plumbing	2 oil/water separator to sewer	\$6,000
23 Mechanical		\$4,200
26 Electrical		\$18,000
31-33 Sitework	- fence? asph? fuel tanks? BMPs?	\$21,000
Owner Allowances		\$0
Demo?		
Subtotal:		\$260,056
GL Insurance:	0.90%	\$2,341
Fee:	6.00%	\$15,603
Total:		\$278,000

Clarifications:

Addendum #1 is acknowledged

Exclusions:

- Permits and Impact Fees
- Bulldozer's Risk Insurance
- Hazardous Material Surety & Abatement (Unless otherwise noted in the Construction Documents)
- ☒ Payment and Performance Bond (Unless otherwise noted in the Construction Documents)
- Delegated Design except for Fire Sprinkler Systems
- Winter Conditions (Unless otherwise noted in the Construction Documents)
- AV Equipment and Tele/data Cabling
- Security Systems
- FF&E and Appliances
- Non-code related Signage
- Special Inspections

If you have any questions regarding our proposal, please reach out to Ryan Tanzie at 801.698.7991

We look forward to becoming an active team member on this project.

Sincerely,

Brent Bailey - Owner
E.K. Bailey Construction

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the

Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety

payment +
perf.
bonds



Standard Form of Agreement Between Owner and Design-BUILDER - Lump Sum

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the 10th day of December in the
year of 20 19, by and between the following parties, for services in connection with the Project
identified below.

OWNER:

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

DESIGN-BUILDER:

E.K. Bailey Construction
1342 North Washington Blvd.
Ogden, UT 84404

PROJECT:

Old City Shops Demo and Replacement and City Shops Covered Parking Bays Project

In consideration of the mutual covenants and obligations contained herein, Owner and Design-BUILDER agree
as set forth herein.

Article 1

Scope of Work

- 1.1** Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.
 - 1.1.1** Construct the covered parking area
 - 1.1.2** Demolish the existing maintenance shop. Any asbestos work, if encountered, is an addition to the scope of work and will be address during the demolish phase.
 - 1.1.3** Design and Construct a new 6,000SF shop
 - 1.1.4** Design Development schedule duration is estimated at 10 weeks.

Article 2

Contract Documents

- 2.1** The Contract Documents are comprised of the following:
 - 2.1.1** All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");
 - 2.1.2** The Basis of Design Documents, including the Owner's RFP, Design-Builder's Proposal and the Exclusion List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;
 - 2.1.2.1** Design-Builder's Budget and Design/Engineering Fees is attached as 'Exhibit A & B'
 - 2.1.3** This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder;
 - 2.1.4** The General Conditions of Contract; and
 - 2.1.5** Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.
 - 2.1.5.1** Construction Document List shall be added via Amendment as 'Exhibit C' upon completion of the Design Phase.

Article 3

Interpretation and Intent

- 3.1** Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.
- 3.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event

inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's RFP, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder and Owner shall retain mutual ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder

grants Owner a full license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than October 1, 2020 calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). This date is contingent on completing the design and permitting by May 1st, 2020.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows:

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Four hundred forty-four thousand dollars and zero cent Dollars (\$444,000.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.1.1 This Contract Price is a Guaranteed Maximum Price to meet the Owner requirement for this

project.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of ten percent (10%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit 'B & C' hereto.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Exhibit hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the twenty-fifth (25) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within fifteen (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment provided, until 100% of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations.

7.2.2 Within fifteen (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract. Final payment is hereto contingent upon final acceptance of the Owner on the finish project and a Certificate of Occupancy.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one point two percent (1.2%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon written notice (the "Written Notice") from the Owner of such a termination, the Contractor shall (1) cease all operations as directed by the Owner in the Written Notice, (2) take those actions as directed by the Owner in the Written Notice to protect and preserve the work performed prior to the termination, and (3) terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. Because such a termination is for convenience and without cause, the Owner shall accept the Project in its as-is condition on the date of termination, and shall pay the Contractor for all work performed and material

supplied or ordered through the date of termination, as well as costs incurred on account of the termination, including without limitation all costs of complying with this provision and the Written Notice, demobilizing from the Project and preparing a final billing, and reasonable overhead and profit on the work not executed on account of the termination for convenience.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Mayor Leonard Call
City Administrator – Bill Cobabe

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

City Administrator – Bill Cobabe
Public Works Director – Tyson Jackson

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Brent Bailey, President
801-563-3702

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Ryan Tanzie, Estimator
801-803-3854

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the RFP Requirements, and in accordance with Article 5 of the General Conditions of Contract. The City of Pleasant View shall be listed on the insurance certificates as an additional insured.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows:

Contingency

The parties acknowledge that the Design Builder's lump sum contract amount does not include any contingency for uncertainties, unforeseen conditions, omissions and other similar situations ("Contingency Items") that often arise and are usually funded by such contingency. The Owner agrees to accept the risk of the occurrence of such Contingency Items and agrees to fund the cost of such items through formal change orders to the Design Builder. Specifically, such Contingency Items include, but are not limited to, costs resulting from incompatible design, errors or omissions in design, unforeseen or unpredictable conditions, incomplete or changes in the definition of the scope of Work, and construction errors and deficiencies not caused by the negligence of the Design Builder or its consultants or subcontractors.

Change orders related to the Contingency Items will include a preliminary cost estimate and related information as requested by the Owner and shall be presented to the Owner's Representative for approval prior to the Design Builder incurring any costs related thereto. Owner will respond to Contingency Item change order requests after the next City Council Meeting. Owner and Design Builder recognize that time is of the essence regarding these requested change orders and delays by the Owner in responding to such requests could impact the construction schedule and associated Substantial Completion Date, resulting in additional costs incurred by the Design Builders.

In executing this Agreement, Owner and Design-Build each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Build)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.



Design Fees

Pleasant View City Shops Project
12/10/2019

Architectural Design	\$1,650.00
Structural Design	\$4,200.00
Mechanical/Plumbing Design	\$4,500.00
EK Bailey Design Coordination Fee	\$1,500.00
Total:	\$11,850.00



Revised GMP Budget
Pleasant View City Shops
12/10/2019

		<u>Total</u>
<u>01 General Conditions</u>		\$5,000
<u>02 Existing Condions</u>		\$3,500
<u>03 Concrete</u>		\$84,218
<u>04 Masonry</u>		\$0
<u>05 Metals</u>		\$81,702
<u>06 Woods & Plastics</u>		\$0
<u>07 Thermal & Moisture Protection</u>		\$11,736
<u>08 Doors & Windows</u>		\$19,000
<u>09 Finishes</u>		\$5,700
<u>10 Specialties</u>		\$0
<u>11 Equipment</u>		\$0
<u>12 Furnishings</u>		\$0
<u>13 Special Construction</u>		\$0
<u>14 Conveying Systems</u>		\$0
<u>21 Fire Protection</u>		\$0
<u>22 Plumbing</u>		\$6,000
<u>23 Mechanical</u>		\$4,200
<u>26 Electrical</u>		\$18,000
<u>31-33 Sitework</u>		\$21,000
<u>Owner Allowances</u>		\$0
	Subtotal:	\$260,056
	GL Insurance:	0.90% \$2,341
	Fee:	6.00% \$15,603
	Total:	\$278,000

Exhibit B

Demolition Fee		\$21,850
Construction Fee for Covered Parking Bays		\$46,400
Cost of Bonds		\$8,000
Supervision		\$3,000
Builder's Risk Insurance (estimated)		\$4,000
Design Fees		\$11,850
Total:		\$95,100

Owner Request Budget Additions:

Fire Suppression System		\$40,000
Oil/water separator		\$15,000
Additional Sitework		\$15,900
Total:		\$70,900

Grand Total: **\$444,000**

Clarifications:

Addendum #1 is acknowledged

Exclusions:

Mezzanine, floor drains, electrical plugs for trucks, and other additional items dicussed in the Nov. 26th, 2019 meeting.
 Permits and Impact Fees
 Hazardous Material Surevey & Abatement (Unless otherwise noted in the Construction Documents)
 Delegated Design except for Fire Sprinkler Systems
 Winter Conditions (Unless otherwise noted in the Construction Documents)
 A/V Equipment and Tele/data Cabling
 Security Systems
 FF&E and Appliances
 Non-code related Signage
 Special Inspections

If you have any questions regarding our proposal, please reach out to Ryan Tanzie at 801.698.7991

We look forward to becoming an active team member on this project.

Sincerely,

Brent Bailey - Owner
 E.K. Bailey Construction



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



Design-Build Institute of America - Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
2. **User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
4. **Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
8. **Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of*

Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of

the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided

to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List, Attachment (TBD), attached as an exhibit to the Agreement, Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from

their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be

defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.5.3 Design-builder shall provide reasonable assistance to Owner in obtaining those permit, approvals and licenses that are Owner's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the

Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety

shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its

rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall

provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless the Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless the Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or

death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for a particular event or delay if: (1) the event of delay was caused by Owner; (2) Design-Builder promptly notified Owner of the event or delay; (3) the event of delay directly impacted the Project's critical path; and (4) the event or delay was not reasonably avoidable.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice

Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration

Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise. The venue for any such arbitration shall be SLC, UT.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request

of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error.

Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

When recorded, mail to:

Pleasant View City
Attn: Laurie Hellstrom
520 W. Elberta Dr.
Pleasant View City, Utah 84414-1408

Affects Parcel No(s): ~~19-121-0015~~ 19-390-0001

LONG-TERM STORM WATER MANAGEMENT AGREEMENT

This Long-Term Storm Water Management Agreement ("Agreement") is made by and between Pleasant View City, a Utah municipal corporation ("City"), and PV CStore, a limited liability corporation ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the Small Municipal Separate Storm Sewer System, also known as the Pleasant View City Storm Drain System, ("Small MS4"), as set forth in the Pleasant View City Storm Water Ordinance, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain, at Owner's expense, a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related

engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 Utah Pollutant Discharge Elimination System (UPDES) General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the operations and maintenance of the Storm Water Facilities and,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Storm Water Facilities, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Storm Water Facilities. The Owner shall, at its sole cost and expense, construct the Storm Water Facilities in accordance with the City-approved Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Storm Water Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all system and appurtenances built to convey Storm Water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the Storm Water. Adequate maintenance, for purposes of this Agreement, is defined as the maintenance and actions required such that the Storm Water Facilities are performing their design functions and are in good working condition, in accordance with manufacturer's recommendation, where applicable. The Owner shall, at its sole cost and expense, perform all maintenance necessary to keep the Storm Water Facilities in good working condition.

Section 3

Annual Inspection and Maintenance Report of Storm Water Facilities. The Owner shall, at its sole cost and expense, inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the parking lots, structural improvements (e.g. oil/water separators, underground infiltration galleries, underground detention basins), berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year

and shall be on forms acceptable to the City. Inspections shall be performed by qualified personnel.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities upon reasonable notice not less than three (3) business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately operated and maintained to meet the intent of the design, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and manufacturer's recommendations, where applicable.

Section 5

Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than thirty (30) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address on file with the Weber County Tax Assessor.

In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided in the above paragraph and failure to cure, then the City shall send a second notice to the Owner. Upon Owner's failure to cure or correct within thirty (30) days following the second notice, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine.

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes, or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. Upon the expiration of the thirty (30) days following the second notice, if the Owner fails to cure defects or deficiencies, the City shall have the authority to perform, or have performed, the necessary maintenance or corrective actions.

It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to correction of the defects or deficiencies, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments. City reserves the right to file a lien on the Property in the event of non-payment.

Section 9

Successor and Assigns. This Agreement shall be recorded in the Weber County Recorder's Office, and the covenants and agreements contained herein shall run with the land. Whenever the Property shall be held, sold, conveyed, or otherwise transferred, it shall be subject to the covenants, stipulations, agreements, and provisions of this Agreement which shall apply to, bind, and be obligatory upon the Owner hereto, its successors, and assigns, and shall bind all present and subsequent owners of the Property described herein.

Section 10

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors, and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

Section 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Weber County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Storm Water Facilities.

Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and

no modification shall be effective until recorded in the Weber County Recorder's Office.

Section 14

Subordination Requirement. If there is a lien, trust deed, or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

SO AGREED this 21 day of _____, 20____.

PLEASANT VIEW CITY

By: _____
Leonard Call, Mayor

Attest: _____
Laurie Hellstrom, City Recorder

STATE OF UTAH)
 :ss.
COUNTY OF)

The above instrument was acknowledged before me by _____, this _____ day of _____, 20____.

Notary Public
Residing in: _____
My commission expires: _____

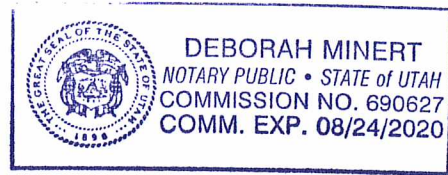
David Chugg
OWNER

By: David Chugg Title: owner

STATE OF UTAH)
 :ss.
COUNTY OF)

The above instrument was acknowledged before me by David Chugg, this 21st day of November, 2019.

Deborah Minert
Notary Public
Residing in: Weber County
My commission expires: 8/24/20



When recorded, please return to:
Laurie Hellstrom, City Recorder
Pleasant View City
520 Elberta Dr.
Pleasant View, Utah 84414

• 10% = \$35,313.50
per agreement

• Dev. needs an
escrow agent.

ESCROW AGREEMENT

For

This Escrow Agreement ("Agreement") is made this 10th, day of September, 2019 ("Effective Date"), by and between Pleasant View City, a municipal corporation of the State of Utah ("City"), and Cadence Dev., of Pleasant View, Utah ("Developer"), and _____, of _____, Utah, ("Escrow Agent"). City, Developer, and Escrow Agent may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS City has granted Developer approvals for the construction of improvements and recordation of a proposed subdivision of land in Pleasant View City, Weber County, Utah. The subdivision is to be known as PVC Star Subdivision ("Project"). Exhibit A delineates the subdivision area and is attached as Exhibit A. Project contains Weber County Parcel number(s): 193900001; and

WHEREAS Developer now desires to enter into this escrow agreement as security for improvements required for a development project, in compliance with the ordinances and standards of the City, and with specific development approval requirements;

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, Parties hereby agree as follows:

AGREEMENT

1. **Appoint of Escrow Agent.** _____ is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum specified in paragraph two (2) of this Agreement, subject to the terms and conditions set forth herein. Should Escrow Agent breach any part of this Agreement, it shall pay to City any damages as the result of its breach, including providing of the funds from the escrow account that were erroneously dispersed to complete the improvements described in this Agreement and reasonable attorney fees and costs.
2. **Deposit in Escrow.** Developer shall deposit with Escrow Agent in Account No. _____ the sum of \$ 0, which is the amount of money equal to 110% of the cost of the improvements to be installed as required by the City Subdivision Ordinance, as per the City-approved Engineer's Estimate (see Exhibit B) ("Escrow Amount"). The Escrow Amount shall be divided as shown in Engineer's

Estimate.

- 2.1. Escrow Agent certifies it has received and is in possession of the funds as described above. If at any time prior to completion of the subdivision or acceptance of the improvements by the City, the City determines the amount held by Escrow Agent is not sufficient to complete the required improvements and the contingency and guarantee amounts required, Developer agrees to deposit the additional amounts into the escrow account within 30 days of receiving written or electronic notice from the City. The City shall not issue any building permits in the subdivision if the cost of improvements and the security amount falls below the amount required in this agreement.
3. **Application of Escrow Funds.** It is agreed by all Parties that the funds indicated in paragraph two (2) of this Agreement shall be used exclusively for the purpose of paying for the costs, materials, construction, and installation of all improvements required by the City's Subdivision Ordinance and development approvals. The undersigned, including the Escrow Agent, further agree that the funds held in the escrow account shall be distributed by Escrow Agent to Developer only upon written or electronic authorization by an authorized officer of the City. City authorization will be made upon the City's letterhead, indicating review and approval by the City.
4. **Limitation on Application of Funds.** The Developer shall not withdraw from the escrow account, nor shall the Escrow Agent permit any withdrawal from the escrow account, funds identified as guarantee funds in paragraph five (5) below, except as provided in paragraph six (6).
5. **Guarantee Funds.** A guarantee sum equal to 10% of the cost of the improvements to be installed, or \$ 0, as shown in Exhibit B, shall remain with Escrow Agent for a period of at least one (1) year after the conditional acceptance of the improvements by the City. In the event the escrow funds do not pay for and complete in full all of the improvements required, then, upon demand by the City, Developer agrees to immediately place in escrow account, with Escrow Agent, all additional amounts necessary to complete the improvements. Developer may not use guarantee funds to complete the improvements but must place additional money in escrow account.
 - 5.1. Unless other appropriate security is provided, a 10% guarantee fund shall be held in escrow to warrant and guarantee that the required improvements installed by Developer remain in good condition for a period of one (1) year after the date of conditional acceptance by the City as required by the City Subdivision Ordinance and development approvals.
6. **Default on Improvements.** Should Developer fail to complete the improvements required by the City Subdivision Ordinance and development approvals within two (2) years of the Effective Date of this Agreement, the City may declare the funds on deposit with the Escrow Agent forfeited, and the proceeds of the account may be used by the City to complete the improvements required by the City Subdivision Ordinance. The City may also, at its sole discretion and after receiving written request from the

Developer, grant the Developer one (1) additional year to install the improvements by sending the Developer notice of the extension by email, with a copy also sent to the Escrow Agent.

At the end of the required period or additional year, if the improvements have not been completed, the funds on deposit with the Escrow Agent shall be forfeited, and the City may use the funds to install the improvements if sufficient funds are available to complete the improvements. If the funds remaining in escrow are not sufficient to complete the improvements, the funds remaining in escrow shall be forfeited to the City for use on the Project at the discretion of the City.

All demands by the City to Developer to perform corrections or completion of improvements shall be made by email, with a copy also sent to the Escrow Agent. If the defect is not corrected or improvements are not completed within 30 days following service of such demand, the City may correct the defect or complete the improvements and charge the Developer such costs, unless Developer requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the Pleasant View City Council within the 30-day period of time respecting the alleged defects or incompletions. The Escrow Agent, upon receiving notification from the City of the defect and that the City has incurred the cost of correcting the defect, shall pay to the City or to the subcontractor as specified by the City, from the escrow account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the Parties for its payments to the City or subcontractor.

After the successful completion of the improvements and all other requirements of the City Subdivision Ordinance and this Agreement, any funds in the escrow account, other than guarantee funds, not used to install the improvements or to pay other costs associated with the completion of the subdivision shall be returned to the Developer.

7. **Completion of Guarantee.** Once the guarantee period has been completed, no sooner than one (1) year after the City has given Conditional Acceptance of the improvements, at the request of the Developer, the City shall perform a final inspection, and, if the required improvements remain substantially free from latent defects during the guarantee period, the City shall certify such fact to Escrow Agent, who shall release to the Developer any funds still held in the escrow account, and Escrow Agent shall be discharged of its obligations to the City. Should defects be identified by the City, the Developer shall make necessary repairs or corrections at the sole cost of Developer, and, once accepted by the City, funds shall be released as found herein.
8. **Conflicts.** This Agreement is intended to be in harmony with all Federal and State laws, and City ordinances, codes, procedures, regulations, and rules "Laws." If any provision herein is contrary to or inconsistent with any Laws, the provisions of Laws shall govern. In the event of any conflict between the terms of this Agreement and those of any document entered into prior to this Agreement, this Agreement shall govern.
9. **Severability.** If any portion of this Agreement is held to be unenforceable, any

enforceable portion thereof and the remaining provisions shall continue in full force and effect. No rule of strict construction shall be applied against any Party. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision.

10. **Default.** Parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, whether such costs and expenses are incurred with or without suit or before or after judgment.
11. **Force Majeure.** No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) herein so long as and to the extent to which any delay or failure in the fulfillment of such obligation is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, or acts, omissions or delays in acting by any financial institution, governmental authority, or the other party. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Parties of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.
12. **Agreement to Run with the Land.** It is intended by Parties that this Agreement shall run with the land described herein and shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, successors in interest and assigns.
13. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relative to the subject matter hereof and shall not be modified or amended except by a written instrument executed by all the Parties.
14. **Contact Information.** Any notices, requests, or demands required or desired to be given hereunder shall be made to the Parties as follows:

For Developer: Dave Chugg
Cadence Development Group
1584 West 2700 North
Pleasant View, UT 84415
dave@trigoncstore.com

For City: Bill Cobabe, City Administrator

Pleasant View City
520 W. Elberta Dr.
Pleasant View, UT 84414
bcobabe@pleasantviewcity.com

For Escrow Agent: Name
 Company
 address
 city, state, zip
 email

Any party may change its address by giving written notice to the other parties in accordance with the provisions of this section.

15. **Exhibits to this Agreement.** Exhibits to this Agreement are enumerate as follows:
 - 15.1.Exhibit A - Subdivision Area
 - 15.2.Exhibit B - Engineer's Estimate
16. **Assignment.** This Agreement shall not be further assigned or in any way transferred without first obtaining the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

(continued on next page)

IN WITNESS WHEREOF, Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

FOR ESCROW AGENT

By: (name)
Its: (title)

FOR DEVELOPER



(name)

FOR PLEASANT VIEW CITY

By: (name)
Its: Mayor

Attest: _____
City Recorder

Approved as to Form: _____
City Attorney

ACKNOWLEDGMENT OF ESCROW AGENT

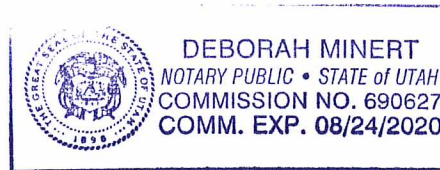
STATE OF UTAH }
 §
COUNTY OF Weber }

On the 21st day of November, 2019, personally appeared before me
David Chugg, who being by me duly sworn did say that he/
she is the developer of Cadence Development, a
corporation, and Escrow Agent named in the foregoing Escrow Agreement, and that the
Escrow Agreement is signed on behalf of said corporation by his/her signature under authority
of its Board of Directors, and said _____ acknowledged to me that
the said corporation executed the same and Escrow acknowledges that there is on deposit at
N/A a sum of money in the amount of \$ _____,
pursuant to the terms of the Escrow Agreement.

Witness my hand and official seal.

Deborah Minert
Notary Public signature

Deborah Minert
(Printed Name)



(seal)

ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
 §
COUNTY OF Weber }

On the 21st day of November, 2019, personally appeared before me
David Chugg, who being by me duly sworn, did say that he/
she is the developer/owner of Cadence Development
, and that the Escrow Agreement was signed on behalf of said corporation by his/her
signature under authority of a resolution of its Board of Directors, and said Owner
_____ acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

Deborah Minert
Notary Public signature

Deborah Minert
(Printed Name)



(seal)

EXHIBIT A
SUBDIVISION AREA

PV CSTORE SUBDIVISION

AMENDING LOT 2 QUESTAR SUBDIVISION 1ST AMENDMENT
and
LOT 26 PARKLAND BUSINESS CENTER SUBDIVISION - PHASE 1
Pleasant View, Weber County, Utah
A Part of the Southwest and Southwest Quarters of Section 25,
Township 7 North, Range 2 West, Salt Lake Base & Meridian

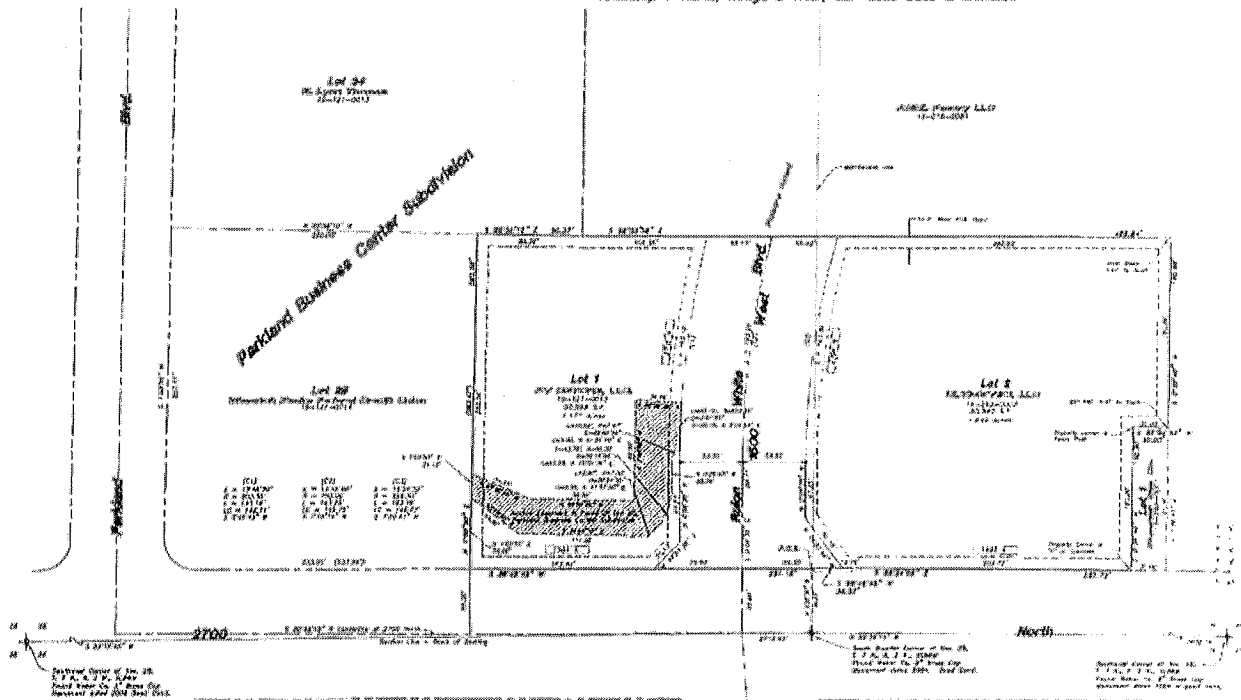


EXHIBIT B
ENGINEER'S ESTIMATE

2700 Rulon White Developer/City shared IMPROVEMENTS					EXHIBIT "B"	
ROAD IMPROVEMENT AND WIDENING						
PROPOSAL BY CADENCE DEVELOPMENT GROUP						
DATE: 5/26/17						
WORK ITEM #	ITEM STREET IMPROVEMENTS AND WIDENING					
1	Asphalt Paving 7"				\$19,000	
2	STRIPPING				\$10,000	
	CLEARING, GRUBBING AND ROOT MATERIALS				\$10,000	
3	SUBGRADE PREP, STRUCT. FILL, COMPACTION & DRY UTILITIES IMPROV.				\$150,000	
4	CONCRETE CURBS & GUTTER-ALL SUB PREP AND COMPACTION				\$100,000	
5	CONCRETE SIDEWALK-ALL SUB PREP AND COMPACTION				\$10,000	
6	MOBILIZATION, SWPP, SWEEPING, WASHOUTS & CLEANUP				\$10,000	
	MISC. TESTING & CONTINGENCY				\$10,000	
				W & W WATER TOTAL	\$345,000	
8	8" PVC CULINARY WATER LINE & 4 LATERAL SUPPLIES WITH WATER PIT				\$17,000	
9	TRENCH EXCAVATION- SPOILS PREP, BASE & COMPACTED BACKFILL				\$10,000	
				WATER LINE OPTION	\$17,000	
	PARCHEMENT PARKER RE-PAVE CONTRACTOR TO BE COMPLETED WITHIN 60 DAYS OF COMMENCEMENT					
	</					

- a) Cost breakdown of split construction costs to be incurred by both parties and provided to the CITY shall be attached hereto as Exhibit "B"
- b) No expense shall be paid for work that has not been inspected by CITY, with the exception of the initial costs of the property to be dedicated to CITY as required for additional right-of-way.
- 3. Reimbursement: Upon receipt of a reviewed and approved payment request, CITY shall pay the developer up to the amount authorized by CITY.
- 4. Approvals: The DEVELOPER is responsible to obtain all required approvals from UDOT and Bona Vista Water Improvement District.
- 5. Plat: The DEVELOPER shall dedicate the right-of-way required for Rulon White Blvd. through the platting of his subdivision.
- 6. Escrow: The DEVELOPER shall be required to provide a cash escrow in the amount of 100% (plus 5% contingency) of any uncompleted improvements that he is responsible for in this agreement prior to the recording of the plat. The DEVELOPER is also responsible to provide 10% of all improvements as a guarantee against his portion of the improvements.
- 7. Assignment: The DEVELOPER may assign this agreement.
- 8. Ownership, Maintenance, and Inspection: DEVELOPER shall post a bond equal to 10% of the cost of completion of the project as a warranty against faulty or incomplete construction. Ownership of the utilities and improvements, which are the subject of this agreement, shall be with CITY. CITY will assume responsibility for the maintenance of improvements in accordance with the provisions of the subdivision ordinance upon completion of a one-year warranty period.
- 9. Modification: Any changes or modifications of this Agreement by either party shall be in writing and signed by Mayor after approval of the City Council.
- 10. Binding Effect of Agreement: This Agreement is binding on and shall insure to the benefit of the executors, administrators, heirs, successors, and assigns of the parties.
- 11. Force Majeure: A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm,

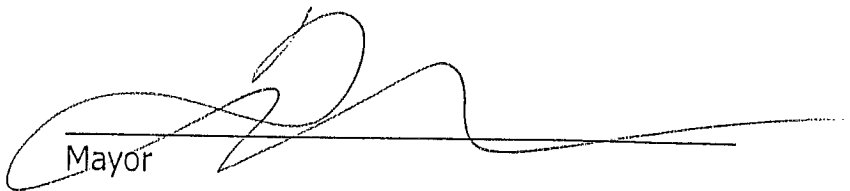
hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of such an event.

12. Validity and Severability: If any part of this Agreement is found to be invalid by a Court of competent jurisdiction, both parties shall be relieved from any and all responsibility under those provisions of this Agreement. Upon such a finding, all other provisions of this Agreement shall remain in force. If the Legislature of the State of Utah should pass a law which would invalidate any portion of this Agreement, both parties are released from further responsibility hereunder.
13. Material and labor price increase: In anticipation of potential material and labor price increases beyond DEVELOPERs control CITY and DEVELOPER mutually agree if expenses rise more than 10% (ten percent) the CITY and DEVELOPER will split the cost 50/50 (fifty/fifty).

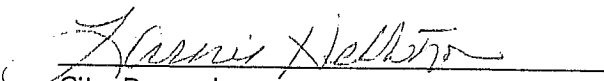
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

PLEASANT VIEW CITY CORPORATION



Mayor

ATTEST:



City Recorder

EXHIBIT "B"

PROPOSAL BY: CADENCE DEVELOPMENT GROUP

WORK

COST

W/O WATER TOTAL	
-----------------	--

\$353,135

STREET IMPROVEMENTS PAYBACK AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of May, 2017, by and between Pleasant View City, a Municipal Corporation of the State of Utah, hereinafter called "CITY", and Cadence Development Group L.L.C., hereinafter called "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER is constructing Rulon White Boulevard at approximately 2700 North, Pleasant View City, Weber County, State of Utah, and;

WHEREAS, DEVELOPER must provide the utilities and improvements required by Pleasant View City Ordinances, in conjunction with the construction; and

WHEREAS, DEVELOPER and CITY have agreed to share costs for and install the utilities and improvements required in connection with DEVELOPER'S construction, and;

WHEREAS, some of the improvements will directly benefit other properties that may develop in the same area in the future,

NOW THEREFORE, in consideration of the promises, covenants and conditions herein contained, it is hereby agreed as follows:

1. Work Provided: DEVELOPER shall cause to be constructed a roadway as an extension of Rulon White Boulevard, north of 2700 North and extending to the north property line of the DEVELOPER'S property (depiction of land to be dedicated and constructed attached hereto as Exhibit "A"). The land for the street shall be dedicated to CITY to be used as a public street prior to construction. The roadway will be constructed to all applicable local, State, and Federal regulations, as applicable.
2. Cost: DEVELOPER will pay \$147,640.50 for the construction and installation of all improvements in connection with DEVELOPER'S project as required by Pleasant View Ordinances. The DEVELOPER will pay \$130,468.88 of the land acquisition cost for the development. The CITY will pay \$147,640.50 for the construction and installation of all improvements in connection with the project as required by Pleasant View City Ordinances. The CITY will pay \$130,468.88 of the land acquisition cost for the development. The CITY will pay for 100% of costs to widen and improve intersection including moving traffic lights on 2700 North, plus 6% admin fee payable to DEVELOPER. In addition CITY to pay 100% of engineering and inspection fees. The CITY will reimburse DEVELOPER for permits issued for and in behalf of this project. In connection with this Agreement, DEVELOPER shall provide the following to CITY in writing:

Memo

To: Mayor and City Council
From: Laurie
Date: November 27, 2019
Re: Business Licenses Issued



I. RECOMMENDED ACTION

No action needed. Informational only.

II. DESCRIPTION / BACKGROUND

With the adoption of the new Business License Ordinance, the council only needs to receive a list of approved and denied business license applications. The following are approve businesses:

Erica Lynn Salon	517 W 3850 N	In home hair salon	Joshua & Erica Schulze
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PLEASANT VIEW CITY CORPORATION
COMBINED CASH INVESTMENT
NOVEMBER 30, 2019

COMBINED CASH ACCOUNTS

01-11110	CASH IN CHECKING - COMBINED	183,306.79
01-11120	XPRESS DEPOSIT ACCOUNT	67,406.63
01-11610	CASH - COMBINED STATE TREASURE	11,507,766.62
01-11760	CASH CLEARING-UTILITY	(632.83)
TOTAL COMBINED CASH		11,757,847.21
01-10100	CASH ALLOCATED TO OTHER FUNDS	(11,757,847.21)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	858,646.68
40	ALLOCATION TO PARK/OPEN SPACE DEV. FUND	230,280.07
41	ALLOCATION TO STORM SEWER FUND	2,615,244.60
43	ALLOCATION TO EQUIP/FLEET/PROJECT FUND	1,875,259.21
44	ALLOCATION TO CITY HALL BUILDING FUND	202,410.20
45	ALLOCATION TO ROAD & SIDEWALK FUND	486,455.88
51	ALLOCATION TO WATER FUND	2,277,274.54
53	ALLOCATION TO SEWER FUND	2,088,803.41
55	ALLOCATION TO SOLID WASTE FUND	106,538.28
60	ALLOCATION TO REDEVELOPMENT AGENCY FUND	1,016,934.34
TOTAL ALLOCATIONS TO OTHER FUNDS		11,757,847.21
ALLOCATION FROM COMBINED CASH FUND - 01-10100		(11,757,847.21)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

GENERAL FUND

ASSETS

10-10100	CASH - COMBINED FUND	858,646.68	
10-10200	CASH-ZIONS-CASH BACK SAVINGS	5,402.05	
10-13110	ACCOUNTS RECEIVABLE	1,192,160.30	
10-13120	DEVELOPMENT RECEIVABLES	(58,637.72)	
10-13121	RESERVE FOR BAD DEBT	(20,000.00)	
10-13122	UTAH SALES TAX PAID RECEIVABLE	56.60	
TOTAL ASSETS			1,977,627.91

LIABILITIES AND EQUITY

LIABILITIES

10-22210	FICA PAYABLE	3,760.15	
10-22220	FEDERAL WITHHOLDING PAYABLE	(5,156.88)	
10-22230	STATE WITHHOLDING PAYABLE	6,252.91	
10-22250	WORKMENS COMPENSATION PAYABLE	(6,306.04)	
10-22300	RETIREMENT PAYABLE	333.68	
10-22500	INSURANCE PAYABLE	(910.40)	
10-22600	FLEX SPENDING PAYABLE	(83.35)	
10-23310	REVENUE COLLECTED IN ADVANCE	756,865.00	
10-23311	REVENUE COLLECTED FOR CWSID	9,580.00	
10-23312	N.V.FIRE COLLECTION FEE	54,101.76	
10-23400	CUSTOMER DEPOSITS	272,740.83	
TOTAL LIABILITIES			1,091,177.66

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
10-29800	UNASSIGNED-FUND BAL-BEGIN.YEAR	969,604.80	
10-29850	RESTRICTED-CLASS C ROAD FUNDS	467,245.02	
10-29860	RESTRICTED-STATE ALCOHOL FUNDS	7,119.39	
10-29870	RESTRICTED-TRANSPORTATION TAX	177,794.53	
	REVENUE OVER EXPENDITURES - YTD	(735,313.49)	
BALANCE - CURRENT DATE		886,450.25	
TOTAL FUND EQUITY			886,450.25
TOTAL LIABILITIES AND EQUITY			1,977,627.91

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-010 MOTOR VEHICLES	4,994.82	27,177.12	58,000.00	30,822.88	46.9
10-31-100 CURRENT YEAR PROPERTY TAXES	36,799.35	52,214.44	744,213.00	691,998.56	7.0
10-31-200 PRIOR YEAR PROPERTY TAXES	471.95	2,202.93	11,500.00	9,297.07	19.2
10-31-300 SALES AND USE TAXES	129,378.15	640,299.51	1,522,000.00	881,700.49	42.1
10-31-400 FRANCHISE TAXES	51,614.86	281,309.34	680,000.00	398,690.66	41.4
TOTAL TAXES	223,259.13	1,003,203.34	3,015,713.00	2,012,509.66	33.3
<u>LICENSES AND PERMITS</u>					
10-32-100 BUSINESS LICENSES AND PERMITS	14.08	1,559.49	14,000.00	12,440.51	11.1
10-32-160 1% SURCHARGE	19.34	234.22	725.00	490.78	32.3
10-32-170 CWSID IMPACT COLLECTION FEE	10.00	140.00	350.00	210.00	40.0
10-32-180 NV FIRE DISTRICT COLLECTION FEE	10.00	140.00	350.00	210.00	40.0
10-32-210 BUILDING PERMITS	2,136.38	53,977.70	175,000.00	121,022.30	30.8
10-32-250 ANIMAL LICENSES	5.00	601.00	5,800.00	5,199.00	10.4
TOTAL LICENSES AND PERMITS	2,194.80	56,652.41	196,225.00	139,572.59	28.9
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-300 BLOCK GRANT POLICE	.00	.00	5,000.00	5,000.00	.0
10-33-400 WEBER SCHOOL DIST-RESOURCE	11,718.75	23,437.50	46,875.00	23,437.50	50.0
10-33-401 WEBER SCHOOL DIST-REIMBURSEMENT	4,060.29	4,060.29	10,500.00	6,439.71	38.7
10-33-560 CLASS "C" ROAD FUND ALLOTMENT	86,192.50	227,673.08	406,000.00	178,326.92	56.1
10-33-580 STATE ALCOHOL ENFORC/EDUC FUND	1,403.22	1,403.22	7,922.00	6,518.78	17.7
10-33-581 STATE GRANTS/AWARDS (POLICE)	.00	2,382.62	8,500.00	6,117.38	28.0
10-33-600 CONTRIB.FROM OTHER GOV-TRANSP.	12,443.00	55,994.33	123,000.00	67,005.67	45.5
TOTAL INTERGOVERNMENTAL REVENUE	115,817.76	314,951.04	607,797.00	292,845.96	51.8
<u>CHARGES FOR SERVICES</u>					
10-34-240 INSPECTION FEES	450.00	3,550.00	7,000.00	3,450.00	50.7
10-34-250 PLAN CHECK FEES	1,568.18	25,215.75	94,000.00	68,784.25	26.8
10-34-260 BOARD OF ADJUSTMENTS FEES	.00	.00	150.00	150.00	.0
10-34-270 ZONING & SUBDIVISION FEES	850.00	6,325.00	10,000.00	3,675.00	63.3
10-34-280 FOUNDER'S DAY	.00	1,000.00	10,000.00	9,000.00	10.0
10-34-550 IMPOUND & SHELTER FEES	45.00	320.00	1,200.00	880.00	26.7
10-34-730 RECREATION FEES	1,847.01	17,368.61	33,500.00	16,131.39	51.9
10-34-750 PARK FEES	25.00	1,130.00	3,600.00	2,470.00	31.4
TOTAL CHARGES FOR SERVICES	4,785.19	54,909.36	159,450.00	104,540.64	34.4

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES AND FORFEITURES</u>					
10-35-100 COURT FINES	4,671.75	40,576.13	120,000.00	79,423.87	33.8
10-35-200 SMALLCLAIMS-PUBLIC DEFENDER	.00	.00	100.00	100.00	.0
10-35-300 TRAFFIC SCHOOL FEES	495.00	3,195.00	8,600.00	5,405.00	37.2
TOTAL FINES AND FORFEITURES	5,166.75	43,771.13	128,700.00	84,928.87	34.0
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST EARNINGS	1,702.06	10,012.32	34,000.00	23,987.68	29.5
10-36-200 RENTS AND CONCESSIONS	1,983.45	10,846.92	31,660.00	20,813.08	34.3
10-36-220 CREDIT CARD USAGE FEE	.00	46.98	1,000.00	953.02	4.7
10-36-250 POLICE REPORTS	72.00	277.00	900.00	623.00	30.8
10-36-900 MISC/SUNDRY REVENUE	.00	9,241.60	20,500.00	11,258.40	45.1
TOTAL MISCELLANEOUS REVENUE	3,757.51	30,424.82	88,060.00	57,635.18	34.6
<u>CONTRIBUTIONS AND TRANSFERS</u>					
10-39-200 REVENUE SHARING CARRYOVER	.00	.00	838,991.00	838,991.00	.0
10-39-300 CLASS "C" ROADS CARRYOVER	.00	.00	436,167.00	436,167.00	.0
10-39-320 TRANSPORT. SALES TX CARRYOVER	.00	.00	152,258.00	152,258.00	.0
10-39-350 STATE ALCOHOL FUNDS CARRYOVER	.00	.00	4,624.00	4,624.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	1,432,040.00	1,432,040.00	.0
TOTAL FUND REVENUE	354,981.14	1,503,912.10	5,627,985.00	4,124,072.90	26.7

PLEASANT VIEW CITY CORPORATION
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-120 SALARIES - MAYOR AND COUNCIL	1,818.00	9,090.00	21,820.00	12,730.00	41.7
10-41-130 EMPLOYEE BENEFITS	211.43	1,008.52	2,345.00	1,336.48	43.0
10-41-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	5,677.89	5,700.00	22.11	99.6
10-41-220 PUBLIC NOTICES	1,377.24	4,550.90	15,000.00	10,449.10	30.3
10-41-230 TRAVEL	190.00	1,079.92	3,880.00	2,800.08	27.8
10-41-240 OFFICE SUPPLIES AND EXPENSE	135.00	193.46	1,000.00	806.54	19.4
10-41-310 PROFESSIONAL & TECHNICAL	56.55	282.75	5,000.00	4,717.25	5.7
10-41-330 EDUCATION AND TRAINING	.00	.00	1,300.00	1,300.00	.0
10-41-610 CITY APPRECIATION	.00	245.97	1,200.00	954.03	20.5
10-41-620 MISCELLANEOUS	.00	149.54	575.00	425.46	26.0
10-41-640 DISCRETIONARY FUNDS	.00	.00	5,000.00	5,000.00	.0
TOTAL LEGISLATIVE	3,788.22	22,278.95	62,820.00	40,541.05	35.5
<u>JUDICIAL</u>					
10-42-110 SALARIES/WAGES-PERMANENT	5,805.06	30,046.50	75,250.00	45,203.50	39.9
10-42-115 OVERTIME/VAC	.00	.00	100.00	100.00	.0
10-42-120 SALARIES/WAGES-PART-TIME	244.44	1,335.70	2,320.00	984.30	57.6
10-42-130 EMPLOYEE BENEFITS	3,151.96	16,019.89	40,200.00	24,180.11	39.9
10-42-132 EMPLOYEE BENEFITS-GRP 3	51.39	237.62	500.00	262.38	47.5
10-42-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	50.00	50.00	.0
10-42-230 TRAVEL	1,190.92	1,355.42	3,750.00	2,394.58	36.1
10-42-240 OFFICE SUPPLIES AND EXPENSE	.00	128.17	1,500.00	1,371.83	8.5
10-42-280 TELEPHONE	100.00	500.00	1,300.00	800.00	38.5
10-42-310 PROFESSIONAL & TECHNICAL	281.55	4,682.20	14,000.00	9,317.80	33.4
10-42-330 EDUCATION & TRAINING	1,050.00	1,225.00	1,700.00	475.00	72.1
10-42-620 MISCELLANEOUS SERVICES	220.13	1,267.58	5,000.00	3,732.42	25.4
TOTAL JUDICIAL	12,095.45	56,798.08	145,670.00	88,871.92	39.0

PLEASANT VIEW CITY CORPORATION
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-43-110 SALARIES/WAGES-PERMANENT	5,015.68	26,252.82	67,800.00	41,547.18	38.7
10-43-115 OVERTIME/VAC	.00	388.27	900.00	511.73	43.1
10-43-120 SALARIES/WAGES-PART-TIME	445.18	1,845.81	7,000.00	5,154.19	26.4
10-43-130 EMPLOYEE BENEFITS	2,878.17	17,066.76	38,400.00	21,333.24	44.4
10-43-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	1,480.00	1,480.00	.0
10-43-230 TRAVEL	500.00	2,724.00	8,650.00	5,926.00	31.5
10-43-240 OFFICE SUPPLIES AND EXPENSE	.00	141.83	500.00	358.17	28.4
10-43-280 TELEPHONE	90.00	450.00	1,080.00	630.00	41.7
10-43-310 PROFESSIONAL & TECHNICAL	131.95	659.75	2,000.00	1,340.25	33.0
10-43-330 EDUCATION AND TRAINING	30.00	712.00	1,615.00	903.00	44.1
10-43-605 MARKETING & ANALYSIS	.00	.00	150.00	150.00	.0
10-43-620 MISCELLANEOUS SERVICES	.00	.00	200.00	200.00	.0
10-43-630 EMP. APPRECIATION	.00	.00	10,000.00	10,000.00	.0
10-43-640 CONTINUING EDUCATION	.00	.00	5,000.00	5,000.00	.0
TOTAL ADMINISTRATION	9,090.98	50,241.24	144,775.00	94,533.76	34.7
<u>TREASURER</u>					
10-44-110 SALARIES/WAGES-PERMANENT	2,742.40	14,318.24	35,900.00	21,581.76	39.9
10-44-115 OVERTIME/VAC	.00	970.61	1,800.00	829.39	53.9
10-44-120 SALARIES/WAGES-PART-TIME	313.18	1,713.81	4,000.00	2,286.19	42.9
10-44-130 EMPLOYEE BENEFITS	1,757.15	9,253.77	22,750.00	13,496.23	40.7
10-44-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	220.00	280.00	60.00	78.6
10-44-230 TRAVEL	.00	1,511.19	5,500.00	3,988.81	27.5
10-44-240 OFFICE SUPPLIES AND EXPENSE	.00	181.87	2,400.00	2,218.13	7.6
10-44-280 TELEPHONE	90.00	450.00	1,080.00	630.00	41.7
10-44-310 PROFESSIONAL & TECHNICAL	244.05	1,220.25	3,050.00	1,829.75	40.0
10-44-330 EDUCATION AND TRAINING	.00	400.00	1,600.00	1,200.00	25.0
10-44-610 INSURANCE AND SURETY BONDS	.00	.00	925.00	925.00	.0
10-44-620 MISCELLANEOUS SERVICES	174.49	890.97	3,000.00	2,109.03	29.7
TOTAL TREASURER	5,321.27	31,130.71	82,285.00	51,154.29	37.8
<u>CITY RECORDER/FINANCE</u>					
10-47-110 SALARIES/WAGES-PERMANENT	3,772.56	19,722.08	49,100.00	29,377.92	40.2
10-47-115 OVERTIME/VAC	44.33	822.68	1,800.00	977.32	45.7
10-47-120 SALARIES/WAGES-PART-TIME	313.18	1,713.81	4,000.00	2,286.19	42.9
10-47-130 EMPLOYEE BENEFITS	1,878.14	9,853.94	24,750.00	14,896.06	39.8
10-47-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	200.00	200.00	.0
10-47-230 TRAVEL	569.88	1,928.19	4,000.00	2,071.81	48.2
10-47-240 OFFICE SUPPLIES AND EXPENSE	103.97	325.70	2,500.00	2,174.30	13.0
10-47-280 TELEPHONE	180.00	900.00	2,160.00	1,260.00	41.7
10-47-310 PROFESSIONAL/TECHNICAL SERVICE	1,519.45	2,797.25	12,050.00	9,252.75	23.2
10-47-330 EDUCATION AND TRAINING	.00	450.00	1,250.00	800.00	36.0
TOTAL CITY RECORDER/FINANCE	8,381.51	38,513.65	101,810.00	63,296.35	37.8

PLEASANT VIEW CITY CORPORATION
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL</u>					
10-49-300 ENGINEER	4,180.71	24,409.32	65,000.00	40,590.68	37.6
10-49-310 ATTORNEY	750.00	2,824.00	10,000.00	7,176.00	28.2
10-49-320 AUDITOR	.00	.00	9,500.00	9,500.00	.0
10-49-510 INSURANCE AND SURETY BONDS	483.42	97,150.30	115,000.00	17,849.70	84.5
TOTAL NON-DEPARTMENTAL	5,414.13	124,383.62	199,500.00	75,116.38	62.4
<u>GENERAL GOVERNMENT BUILDINGS</u>					
10-50-110 SALARIES/WAGES-PERMANENT	400.00	2,400.00	5,200.00	2,800.00	46.2
10-50-130 EMPLOYEE BENEFITS	.00	.00	575.00	575.00	.0
10-50-131 EMPLOYEE BENEFITS	43.80	251.10	.00	251.10	.0
10-50-260 BLDGS/GROUNDS -SUPPLIES/MAINT.	632.89	2,768.73	19,000.00	16,231.27	14.6
10-50-270 UTILITIES	700.61	10,931.91	18,000.00	7,068.09	60.7
10-50-280 TELEPHONE	1,145.47	7,358.38	20,500.00	13,141.62	35.9
TOTAL GENERAL GOVERNMENT BUILDINGS	2,922.77	23,710.12	63,275.00	39,564.88	37.5
<u>SHOP</u>					
10-51-230 TRAVEL	.00	.00	1,200.00	1,200.00	.0
10-51-250 EQUIP/SUPPLIES/MAINTENANCE	240.91	569.96	3,000.00	2,430.04	19.0
10-51-260 BLDG & GRND-SHOP IMPROVEMENTS	64.42	64.42	8,700.00	8,635.58	.7
10-51-270 UTILITIES	350.84	8,411.19	12,000.00	3,588.81	70.1
10-51-280 TELEPHONE	.00	83.19	650.00	566.81	12.8
10-51-310 PROFESSIONAL & TECHNICAL	.00	2,100.00	2,100.00	.00	100.0
10-51-330 EDUCATION & TRAINING	.00	.00	800.00	800.00	.0
TOTAL SHOP	656.17	11,228.76	28,450.00	17,221.24	39.5
<u>ELECTIONS</u>					
10-52-250 EQUIP/SUPPLIES/MAINTENANCE	5.00	5.00	.00	5.00	.0
10-52-310 PROFESSIONAL/TECHINCAL SERVICE	.00	9,047.30	13,760.00	4,712.70	65.8
TOTAL ELECTIONS	5.00	9,052.30	13,760.00	4,707.70	65.8

PLEASANT VIEW CITY CORPORATION
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING & ZONING</u>					
10-53-110 SALARIES/WAGES-PERMANENT	3,341.44	16,317.52	43,250.00	26,932.48	37.7
10-53-115 OVERTIME/VAC	2.27	358.38	1,600.00	1,241.62	22.4
10-53-120 SALARIES/STIPENDS	.00	.00	3,600.00	3,600.00	.0
10-53-130 EMPLOYEE BENEFITS	2,400.03	11,473.97	30,450.00	18,976.03	37.7
10-53-210 BOOKS & SUBSCRIPTIONS & MEMBER	.00	.00	900.00	900.00	.0
10-53-220 PUBLIC NOTICES	126.50	506.25	3,500.00	2,993.75	14.5
10-53-230 TRAVEL	2,092.92	3,114.08	7,000.00	3,885.92	44.5
10-53-240 OFFICE SUPPLIES AND EXPENSE	.00	303.93	2,000.00	1,696.07	15.2
10-53-280 TELEPHONE	90.00	450.00	1,080.00	630.00	41.7
10-53-310 PROFESSIONAL/TECHINICAL SERVICE	194.05	1,652.75	6,300.00	4,647.25	26.2
10-53-330 EDUCATION AND TRAINING	105.00	1,094.00	3,400.00	2,306.00	32.2
10-53-610 MISCELLANEOUS SUPPLIES	.00	.00	1,550.00	1,550.00	.0
TOTAL PLANNING & ZONING	8,352.21	35,270.88	104,630.00	69,359.12	33.7

POLICE DEPARTMENT

10-54-110 SALARIES/WAGES-PERMNNT-GRP 1	51,232.75	276,296.35	710,000.00	433,703.65	38.9
10-54-111 SALARIES/WAGES-PERMNNT-GRP 2	2,534.84	12,826.69	45,100.00	32,273.31	28.4
10-54-112 SALARIES/WAGES-PERMNNT-GRP 3	1,724.99	11,711.05	36,600.00	24,888.95	32.0
10-54-115 OVERTIME/VAC	10,335.08	27,038.51	65,000.00	37,961.49	41.6
10-54-130 EMPLOYEE BENEFITS-GRP 1	34,543.05	172,148.90	473,000.00	300,851.10	36.4
10-54-131 EMPLOYEE BENEFITS-GRP 2	277.59	1,346.52	4,800.00	3,453.48	28.1
10-54-132 EMPLOYEE BENEFITS-GRP 3	191.05	1,361.29	3,900.00	2,538.71	34.9
10-54-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	200.00	400.00	200.00	50.0
10-54-220 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
10-54-230 TRAVEL	571.56	1,481.58	8,250.00	6,768.42	18.0
10-54-240 OFFICE SUPPLIES AND EXPENSE	258.22	646.99	5,000.00	4,353.01	12.9
10-54-250 SUPPLIES/MAINTENANCE	464.07	4,653.14	8,000.00	3,346.86	58.2
10-54-251 VEHICLE:FUEL	3,438.27	11,254.20	25,300.00	14,045.80	44.5
10-54-252 VEHICLE: EQUIPMENT	.00	.00	1,600.00	1,600.00	.0
10-54-253 VEHICLE: MAINTENANCE	637.07	3,770.12	3,850.00	79.88	97.9
10-54-260 BLDGS/GROUNDS-SUPPLIES & MAINT	.00	.00	500.00	500.00	.0
10-54-280 COMMUNICATION SERVICES	1,452.86	6,028.29	16,840.00	10,811.71	35.8
10-54-286 LIQUOR FUND EXPENDITURES	.00	478.48	8,000.00	7,521.52	6.0
10-54-289 WHS EXPENDITURE	.00	4,060.29	10,500.00	6,439.71	38.7
10-54-290 DUI EXPENDITURES	.00	.00	8,500.00	8,500.00	.0
10-54-300 BLOCK GRANT	.00	.00	5,000.00	5,000.00	.0
10-54-310 PROFESSIONAL/TECHNICAL SERVICE	140.00	259.00	1,000.00	741.00	25.9
10-54-320 ANIMAL SERVICES	.00	67.74	2,500.00	2,432.26	2.7
10-54-330 EDUCATION AND TRAINING	.00	1,095.00	6,600.00	5,505.00	16.6
10-54-340 CANINE OFFICER EXPENSES	.00	.00	500.00	500.00	.0
10-54-470 UNIFORMS	(483.75)	6,912.63	13,815.00	6,902.37	50.0
10-54-620 CONTRACTUAL SERVICES	772.85	32,658.84	41,000.00	8,341.16	79.7
TOTAL POLICE DEPARTMENT	108,090.50	576,295.61	1,506,055.00	929,759.39	38.3

PLEASANT VIEW CITY CORPORATION
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING INSPECTION</u>					
10-58-110 SALARIES/WAGES-PERMANENT	1,589.68	8,352.05	20,650.00	12,297.95	40.5
10-58-115 OVERTIME/VAC	4.60	309.98	700.00	390.02	44.3
10-58-130 EMPLOYEE BENEFITS	996.64	5,173.95	12,800.00	7,626.05	40.4
10-58-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	75.00	75.00	.00	100.0
10-58-230 TRAVEL	.00	.00	800.00	800.00	.0
10-58-240 OFFICE SUPPLIES AND EXPENSE	.00	.00	575.00	575.00	.0
10-58-310 PROFESSIONAL & TECHNICAL	6,040.00	19,870.00	62,000.00	42,130.00	32.1
10-58-330 EDUCATION AND TRAINING	.00	.00	400.00	400.00	.0
TOTAL BUILDING INSPECTION	8,630.92	33,780.98	98,000.00	64,219.02	34.5
<u>COMMUN.EMERGENCY RESPONSE TEAM</u>					
10-59-250 EQUIPMENT-SUPPLIES & MAINTENAN	.00	101.47	6,000.00	5,898.53	1.7
TOTAL COMMUN.EMERGENCY RESPONSE TEAM	.00	101.47	6,000.00	5,898.53	1.7
<u>STREETS</u>					
10-60-110 SALARIES/WAGES-PERMANENT	10,521.92	63,366.25	183,850.00	120,483.75	34.5
10-60-115 OVERTIME/VAC	348.32	3,374.20	10,000.00	6,625.80	33.7
10-60-120 SALARIES/WAGES-PART-TIME	.00	.00	3,000.00	3,000.00	.0
10-60-130 EMPLOYEE BENEFITS	6,274.97	35,956.37	102,200.00	66,243.63	35.2
10-60-230 TRAVEL	.00	.00	3,000.00	3,000.00	.0
10-60-250 EQUIP/SUPPLIES/MAINTENANCE	82.59	875.07	3,000.00	2,124.93	29.2
10-60-251 VEHICLE:FUEL	1,330.05	5,878.94	17,000.00	11,121.06	34.6
10-60-253 VEHICLE: MAINTENANCE	767.45	1,573.15	20,000.00	18,426.85	7.9
10-60-270 UTILITIES	2,320.65	11,757.50	32,000.00	20,242.50	36.7
10-60-280 TELEPHONE	50.00	430.00	1,680.00	1,250.00	25.6
10-60-310 PROFESSIONAL/TECHNICAL SERVICE	2,301.75	7,642.68	32,000.00	24,357.32	23.9
10-60-330 EDUCATION AND TRAINING	.00	.00	1,000.00	1,000.00	.0
10-60-470 STREET SUPPLIES/MATERIALS	9,488.68	10,515.51	60,000.00	49,484.49	17.5
10-60-490 CLASS "C"ROAD EXPENDITURES	.00	338,200.00	500,000.00	161,800.00	67.6
10-60-491 TRANSPORTATION SALES TX EXPEND	5,545.15	203,709.09	210,000.00	6,290.91	97.0
10-60-610 PERSONNEL UNIFORMS	1,529.29	4,795.97	6,620.00	1,824.03	72.5
TOTAL STREETS	40,560.82	688,074.73	1,185,350.00	497,275.27	58.1
<u>SENIOR CITIZENS PROGRAM</u>					
10-62-290 SENIOR CITIZEN PROGRAM	.00	5,000.00	5,000.00	.00	100.0
10-62-295 YOUR COMMUNITY CONNECTION (YCC	4,000.00	4,000.00	4,000.00	.00	100.0
TOTAL SENIOR CITIZENS PROGRAM	4,000.00	9,000.00	9,000.00	.00	100.0

PLEASANT VIEW CITY CORPORATION
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>YOUTH COUNCIL</u>					
10-63-110 SALARIES/WAGES-PERMANENT	102.42	559.43	1,400.00	840.57	40.0
10-63-120 SALARIES/WAGES-PART-TIME	.00	.00	950.00	950.00	.0
10-63-130 EMPLOYEE BENEFITS	11.21	58.66	300.00	241.34	19.6
10-63-230 TRAVEL	.00	.00	700.00	700.00	.0
10-63-240 OFFICE SUPPLIES AND EXPENSE	163.67	163.67	100.00	(63.67)	163.7
10-63-250 EQUIPMENT-SUPPLIES & MAINTENAN	71.53	211.64	2,000.00	1,788.36	10.6
10-63-330 EDUCATION AND TRAINING	.00	.00	3,500.00	3,500.00	.0
10-63-640 SCHOLARSHIPS	.00	.00	1,000.00	1,000.00	.0
TOTAL YOUTH COUNCIL	348.83	993.40	9,950.00	8,956.60	10.0
<u>PARKS</u>					
10-70-110 SALARIES/WAGES-PERMANENT	5,609.52	30,302.09	83,000.00	52,697.91	36.5
10-70-115 OVERTIME/VAC	23.37	1,240.69	4,300.00	3,059.31	28.9
10-70-120 SALARIES/WAGES-PART-TIME	965.54	8,186.12	27,350.00	19,163.88	29.9
10-70-130 EMPLOYEE BENEFITS	3,778.76	20,392.08	54,700.00	34,307.92	37.3
10-70-230 TRAVEL	.00	.00	3,000.00	3,000.00	.0
10-70-250 EQUIP/SUPPLIES/MAINTENANCE	7.63	544.74	6,500.00	5,955.26	8.4
10-70-251 VEHICLE:FUEL	442.88	1,791.51	5,500.00	3,708.49	32.6
10-70-253 VEHICLE: MAINTENANCE	.00	963.81	2,000.00	1,036.19	48.2
10-70-260 BLDGS/GROUNDS-SUPPLIES & MAINT	658.99	8,627.60	30,000.00	21,372.40	28.8
10-70-270 UTILITIES	332.56	21,938.91	22,500.00	561.09	97.5
10-70-310 PROFESSIONAL/TECHINCAL SERVICE	.00	.00	250.00	250.00	.0
10-70-330 EDUCATION AND TRAINING	.00	.00	2,000.00	2,000.00	.0
TOTAL PARKS	11,819.25	93,987.55	241,100.00	147,112.45	39.0
<u>RECREATION</u>					
10-71-110 SALARIES/WAGES-PERMANENT	1,945.78	10,054.75	26,450.00	16,395.25	38.0
10-71-120 SALARIES/WAGES-PART-TIME	1,013.76	8,800.78	19,200.00	10,399.22	45.8
10-71-130 EMPLOYEE BENEFITS	303.50	1,890.92	4,800.00	2,909.08	39.4
10-71-210 BOOKS & SUBSCRIPTIONS & MEMBER	.00	.00	200.00	200.00	.0
10-71-230 TRAVEL	1,572.03	3,271.29	4,000.00	728.71	81.8
10-71-240 OFFICE SUPPLIES AND EXPENSE	.00	42.31	100.00	57.69	42.3
10-71-250 EQUIP/SUPPLIES/MAINTENANCE	642.68	6,629.09	18,225.00	11,595.91	36.4
10-71-280 TELEPHONE	170.15	702.02	2,000.00	1,297.98	35.1
10-71-310 PROFESSIONAL/TECHINCAL SERVICE	245.05	1,449.24	12,000.00	10,550.76	12.1
10-71-330 EDUCATION AND TRAINING	.00	585.00	1,085.00	500.00	53.9
10-71-620 MISCELLANEOUS SERVICES	.00	.00	500.00	500.00	.0
TOTAL RECREATION	5,892.95	33,425.40	88,660.00	55,134.60	37.7

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY PROMOTION</u>					
10-75-620 BEAUTIFICATION PROGRAM	.00	.00	1,000.00	1,000.00	.0
10-75-630 COMMUNITY PROMOTIONS	.00	356.13	350.00	(6.13)	101.8
10-75-650 EASTER EGG HUNT	.00	.00	2,500.00	2,500.00	.0
10-75-660 CHRISTMAS CELEBRATIONS	15.96	15.96	1,400.00	1,384.04	1.1
10-75-670 FOUNDERS' DAY	.00	586.05	39,000.00	38,413.95	1.5
TOTAL COMMUNITY PROMOTION	15.96	958.14	44,250.00	43,291.86	2.2
<u>TRANSFERS AND OTHER USES</u>					
10-90-200 TRANSFER TO CITY HALL CP FUND	.00	100,000.00	100,000.00	.00	100.0
10-90-350 TRANSFER TO EQUIP.FUND	.00	300,000.00	300,000.00	.00	100.0
10-90-510 USE OF RESERVED FUND BALANCE	.00	.00	680,774.00	680,774.00	.0
10-90-520 CLASS "C" ROAD FUNDS	.00	.00	342,167.00	342,167.00	.0
10-90-525 TRANSPORT. SALES TX FUND BAL.	.00	.00	65,258.00	65,258.00	.0
10-90-530 RESERVE FOR STATE LIQUOR FUNDS	.00	.00	4,546.00	4,546.00	.0
TOTAL TRANSFERS AND OTHER USES	.00	400,000.00	1,492,745.00	1,092,745.00	26.8
TOTAL FUND EXPENDITURES	235,386.94	2,239,225.59	5,627,985.00	3,388,759.41	39.8
NET REVENUE OVER EXPENDITURES	119,594.20	(735,313.49)	.00	735,313.49	.0

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

PARKIOPEN SPACE DEV. FUND

ASSETS

40-10100	CASH - COMBINED FUND	230,280.07	
	TOTAL ASSETS		230,280.07

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
40-29800	RESTRICTED-FUND BAL-BEGIN.YEAR	540,335.36	
40-29900	RESTRICTED-IMPACT FEES RESERVE	(285,775.69)	
	REVENUE OVER EXPENDITURES - YTD	(24,279.60)	
	BALANCE - CURRENT DATE	230,280.07	
	TOTAL FUND EQUITY		230,280.07
	TOTAL LIABILITIES AND EQUITY		230,280.07

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

PARK\OPEN SPACE DEV. FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE (CIP)</u>					
40-36-120	INTEREST EARNED	444.94	2,709.30	4,000.00	1,290.70	67.7
40-36-200	IMPACT FEES-PARK/OPEN SPACE	.00	13,906.44	35,000.00	21,093.56	39.7
40-36-800	CONTRIBUTIONS/GRANTS	.00	1,364.00	11,720.00	10,356.00	11.6
	<u>TOTAL REVENUE (CIP)</u>	<u>444.94</u>	<u>17,979.74</u>	<u>50,720.00</u>	<u>32,740.26</u>	<u>35.5</u>
	 <u>TOTAL FUND REVENUE</u>	 <u>444.94</u>	 <u>17,979.74</u>	 <u>50,720.00</u>	 <u>32,740.26</u>	 <u>35.5</u>

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

PARK\OPEN SPACE DEV. FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENSES (CIP)</u>					
40-46-310 PROFESSIONAL & TECHNICAL	1,313.00	7,283.00	.00	(7,283.00)	.0
40-46-730 IMPROVEMENTS - CONSTRUCTION	.00	33,993.15	354,218.00	320,224.85	9.6
40-46-740 CAPITAL OUTLAY - EQUIPMENT	364.32	983.19	.00	(983.19)	.0
TOTAL EXPENSES (CIP)	<u>1,677.32</u>	<u>42,259.34</u>	<u>354,218.00</u>	<u>311,958.66</u>	<u>11.9</u>
 TOTAL FUND EXPENDITURES	 <u>1,677.32</u>	 <u>42,259.34</u>	 <u>354,218.00</u>	 <u>311,958.66</u>	 <u>11.9</u>
 NET REVENUE OVER EXPENDITURES	 <u>(1,232.38)</u>	 <u>(24,279.60)</u>	 <u>(303,498.00)</u>	 <u>(279,218.40)</u>	 <u>(8.0)</u>

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

STORM SEWER FUND

ASSETS

41-10100	CASH - COMBINED FUND	2,615,244.60	
41-13110	ACCOUNTS RECEIVABLE	39,054.32	
41-13120	RESERVE FOR BAD DEBT	(1,000.00)	
41-15200	DEFERRED OUTFLOW OF RESOURCES	33,065.00	
41-16110	LAND	66,330.83	
41-16210	BUILDINGS	131,902.18	
41-16310	INFRASTRUCTURE	6,408,532.51	
41-16510	MACHINERY AND EQUIPMENT	374,473.94	
41-16520	ACCUM DEPR - EQUIP	(2,005,392.76)	
41-16540	CONSTRUCTION IN PROGRESS	222,291.23	
TOTAL ASSETS			7,884,501.85

LIABILITIES AND EQUITY

LIABILITIES

41-22300	NET PENSION LIABILITY	68,763.00	
41-22350	DEFERRED INFLOWS OF RESOURCES	4,600.00	
41-25300	COMPENSATED ABSENCES PAYABLE	8,626.51	
TOTAL LIABILITIES			81,989.51

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
41-29750	RESERVED FUND BALANCE	46,920.00	
41-29800	BEGINNING OF YEAR	6,185,783.26	
41-29900	RESERVE ACCT FOR IMPACT FEES	1,447,303.80	
	REVENUE OVER EXPENDITURES - YTD	122,505.28	
BALANCE - CURRENT DATE		7,802,512.34	
TOTAL FUND EQUITY			7,802,512.34
TOTAL LIABILITIES AND EQUITY			7,884,501.85

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

STORM SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>OPERATING REVENUE (O&M)</u>					
41-30-100 SERVICE FEES-STORM SEWER	33,684.88	168,334.97	406,000.00	237,665.03	41.5
41-30-200 LATE FEES	73.02	462.69	1,000.00	537.31	46.3
41-30-900 MISCELLANEOUS	.00	560.00	.00	(560.00)	.0
TOTAL OPERATING REVENUE (O&M)	33,757.90	169,357.66	407,000.00	237,642.34	41.6
<u>NON-OPERATING REVENUE (CIP)</u>					
41-36-120 INTEREST EARNED	5,053.15	27,007.09	70,290.00	43,282.91	38.4
41-36-200 IMPACT FEES-STORM SEWER	109,549.56	135,541.41	57,300.00	(78,241.41)	236.6
41-36-240 S.W.CONST.ACTIVITY	.00	600.00	750.00	150.00	80.0
TOTAL NON-OPERATING REVENUE (CIP)	114,602.71	163,148.50	128,340.00	(34,808.50)	127.1
TOTAL FUND REVENUE	148,360.61	332,506.16	535,340.00	202,833.84	62.1

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

STORM SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENSES (O&M)</u>					
41-40-110 SALARIES/WAGES-PERMANENT EMPLO	5,609.04	30,975.54	82,900.00	51,924.46	37.4
41-40-115 OVERTIME/VAC	208.50	1,049.82	3,550.00	2,500.18	29.6
41-40-120 SALARIES/WAGES-PART-TIME	367.38	2,010.43	4,800.00	2,789.57	41.9
41-40-130 EMPLOYEE BENEFITS	3,077.83	16,804.00	44,650.00	27,846.00	37.6
41-40-140 PENSION EXPENSE	.00	.00	1,000.00	1,000.00	.0
41-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	2,100.00	2,100.00	.0
41-40-220 PUBLIC EDUCATION/OUTREACH	.00	.00	2,000.00	2,000.00	.0
41-40-230 TRAVEL	.00	.00	1,800.00	1,800.00	.0
41-40-240 OFFICE SUPPLIES AND EXPENSE	575.22	1,788.81	5,000.00	3,211.19	35.8
41-40-250 EQUIP/SUPPLIES/MAINTENANCE	850.00	949.70	8,000.00	7,050.30	11.9
41-40-251 VEHICLE:FUEL	118.10	723.63	1,800.00	1,076.37	40.2
41-40-253 VEHICLE: MAINTENANCE	736.63	1,313.99	4,000.00	2,686.01	32.9
41-40-260 BAD DEBT	.00	.00	100.00	100.00	.0
41-40-270 UTILITIES	.00	1,009.18	1,000.00	(9.18)	100.9
41-40-310 PROFESSIONAL/TECHINICAL SERVICE	4,127.01	10,189.61	10,000.00	(189.61)	101.9
41-40-330 EDUCATION AND TRAINING	185.00	185.00	400.00	215.00	46.3
41-40-510 DISPOSAL	.00	5,885.44	18,000.00	12,114.56	32.7
41-40-610 MISCELLANEOUS SUPPLIES	39.08	140.88	600.00	459.12	23.5
41-40-650 DEPRECIATION	14,000.00	70,000.00	168,000.00	98,000.00	41.7
41-40-750 LEASE	.00	.00	1,920.00	1,920.00	.0
TOTAL OPERATING EXPENSES (O&M)	29,893.79	143,026.03	361,620.00	218,593.97	39.6
<u>NON-OPERATING EXPENSES (CIP)</u>					
41-46-310 PROFESSIONAL & TECHNICAL	4,295.50	39,245.25	76,155.00	36,909.75	51.5
41-46-730 IMPROVEMENTS - CONSTRUCTION	444.60	444.60	520,677.00	520,232.40	.1
41-46-740 CAPTIAL OUTLAY - EQUIPMENT	.00	27,285.00	311,200.00	283,915.00	8.8
TOTAL NON-OPERATING EXPENSES (CIP)	4,740.10	66,974.85	908,032.00	841,057.15	7.4
TOTAL FUND EXPENDITURES	34,633.89	210,000.88	1,269,652.00	1,059,651.12	16.5
NET REVENUE OVER EXPENDITURES	113,726.72	122,505.28	(734,312.00)	(856,817.28)	16.7

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

EQUIP/FLEET/PROJECT FUND

ASSETS

43-10100	CASH - COMBINED FUND	1,875,259.21	
	TOTAL ASSETS		1,875,259.21

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
43-29800	ASSIGNED-FUND BAL. BEGIN.YEAR	1,695,933.68	
	REVENUE OVER EXPENDITURES - YTD	179,325.53	
	BALANCE - CURRENT DATE	1,875,259.21	
	TOTAL FUND EQUITY		1,875,259.21
	TOTAL LIABILITIES AND EQUITY		1,875,259.21

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

EQUIP/FLEET/PROJECT FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
43-30-100	TRNSFR FROM GENERAL FUND	.00	300,000.00	300,000.00	.00	100.0
43-30-200	INTEREST EARNINGS	3,623.36	20,864.19	39,300.00	18,435.81	53.1
43-30-410	SALE OF FIXED ASSETS	.00	.00	12,500.00	12,500.00	.0
	TOTAL REVENUE	<u>3,623.36</u>	<u>320,864.19</u>	<u>351,800.00</u>	<u>30,935.81</u>	<u>91.2</u>
	TOTAL FUND REVENUE	<u>3,623.36</u>	<u>320,864.19</u>	<u>351,800.00</u>	<u>30,935.81</u>	<u>91.2</u>

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

EQUIP/FLEET/PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
43-40-310 PROFESSIONAL & TECHNICAL	518.26	1,552.97	.00	(1,552.97)	.0
43-40-730 IMPROVEMENTS CONSTRUCTION	.00	21,723.35	.00	(21,723.35)	.0
43-40-740 CAPITAL OUTLAY - EQUIPMENT	5,359.00	66,867.89	998,217.00	931,349.11	6.7
43-40-750 LEASE	.00	51,394.45	57,280.00	5,885.55	89.7
	<u>5,877.26</u>	<u>141,538.66</u>	<u>1,055,497.00</u>	<u>913,958.34</u>	<u>13.4</u>
TOTAL EXPENDITURES	<u>5,877.26</u>	<u>141,538.66</u>	<u>1,055,497.00</u>	<u>913,958.34</u>	<u>13.4</u>
TOTAL FUND EXPENDITURES	<u>5,877.26</u>	<u>141,538.66</u>	<u>1,055,497.00</u>	<u>913,958.34</u>	<u>13.4</u>
NET REVENUE OVER EXPENDITURES	<u>(2,253.90)</u>	<u>179,325.53</u>	<u>(703,697.00)</u>	<u>(883,022.53)</u>	<u>25.5</u>

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

CITY HALL BUILDING FUND

<u>ASSETS</u>			
44-10100	CASH - COMBINED FUND	202,410.20	
	TOTAL ASSETS		202,410.20
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
44-29800	FUND BALANCE-BEGINNIN OF YEAR	100,232.10	
	REVENUE OVER EXPENDITURES - YTD	102,178.10	
	BALANCE - CURRENT DATE	202,410.20	
	TOTAL FUND EQUITY		202,410.20
	TOTAL LIABILITIES AND EQUITY		202,410.20

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

CITY HALL BUILDING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUE</u>					
44-30-100	INTEREST INCOME	391.09	2,178.10	6,000.00	3,821.90	36.3
44-30-110	TRANSFERS FROM GF	.00	100,000.00	100,000.00	.00	100.0
	TOTAL REVENUE	391.09	102,178.10	106,000.00	3,821.90	96.4
	TOTAL FUND REVENUE	391.09	102,178.10	106,000.00	3,821.90	96.4
	NET REVENUE OVER EXPENDITURES	391.09	102,178.10	106,000.00	3,821.90	96.4

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

ROAD & SIDEWALK FUND

ASSETS

45-10100	CASH - COMBINED FUND	486,455.88	
45-13110	ACCOUNTS RECEIVABLE	<u>17,428.43</u>	
	TOTAL ASSETS		<u><u>503,884.31</u></u>

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
45-29800	ASSIGNED-FUND BAL.BEGIN.YEAR	501,600.21	
	REVENUE OVER EXPENDITURES - YTD	<u>2,284.10</u>	
	BALANCE - CURRENT DATE	<u>503,884.31</u>	
	TOTAL FUND EQUITY		<u><u>503,884.31</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>503,884.31</u></u>

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

ROAD & SIDEWALK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE (CIP)</u>					
45-36-100 SERVICE FEES-ROADS	14,155.37	70,686.74	171,500.00	100,813.26	41.2
45-36-120 INTEREST EARNED	939.92	6,111.37	10,600.00	4,488.63	57.7
45-36-700 DEVLPER FUNDED-FUTURE IMPROVMT	.00	.00	63,351.00	63,351.00	.0
45-36-800 CONTRIBUTIONS/GRANTS	29,295.00	162,009.32	5,677,573.00	5,515,563.68	2.9
	<u>44,390.29</u>	<u>238,807.43</u>	<u>5,923,024.00</u>	<u>5,684,216.57</u>	<u>4.0</u>
TOTAL REVENUE (CIP)					
	<u>44,390.29</u>	<u>238,807.43</u>	<u>5,923,024.00</u>	<u>5,684,216.57</u>	<u>4.0</u>
TOTAL FUND REVENUE					

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

ROAD & SIDEWALK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENSES (CIP)</u>					
45-46-240 OFFICE SUPPLIES AND EXPENSE	377.54	1,433.63	3,900.00	2,466.37	36.8
45-46-310 PROFESSIONAL & TECHNICAL	57,764.98	133,638.20	25,000.00	(108,638.20)	534.6
45-46-730 IMPROVEMENTS-CONSTRUCTION	22,382.92	24,356.50	6,150,930.00	6,126,573.50	.4
45-46-740 CAPITAL OUTLAY - EQUIPMENT	.00	77,095.00	.00	(77,095.00)	.0
	<u>80,525.44</u>	<u>236,523.33</u>	<u>6,179,830.00</u>	<u>5,943,306.67</u>	<u>3.8</u>
TOTAL EXPENSES (CIP)	<u>80,525.44</u>	<u>236,523.33</u>	<u>6,179,830.00</u>	<u>5,943,306.67</u>	<u>3.8</u>
 TOTAL FUND EXPENDITURES	 <u>80,525.44</u>	 <u>236,523.33</u>	 <u>6,179,830.00</u>	 <u>5,943,306.67</u>	 <u>3.8</u>
 NET REVENUE OVER EXPENDITURES	 <u>(36,135.15)</u>	 <u>2,284.10</u>	 <u>(256,806.00)</u>	 <u>(259,090.10)</u>	 <u>.9</u>

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

WATER FUND

ASSETS

51-10100	CASH - COMBINED FUND	2,277,274.54	
51-13110	ACCOUNTS RECEIVABLE - WATER	69,568.96	
51-13111	ACCOUNTS RECEIVABLE-LATE FEES	1,752.43	
51-13120	RESERVE FOR BAD DEBT	(1,327.99)	
51-15200	DEFERRED OUTFLOW OF RESOURCES	46,386.00	
51-16110	LAND	397,583.12	
51-16210	BUILDINGS	941,793.25	
51-16310	WATER DISTRIBUTION SYSTEM	9,560,521.64	
51-16410	INVENTORY	20,000.00	
51-16510	MACHINERY AND EQUIPMENT	448,565.64	
51-16540	CONSTRUCTION IN PROGRESS	3,866.50	
51-16710	PREPAID EXPENSE	52,980.13	
51-17500	ACCUMULATED DEPRECIATION	(3,229,573.04)	
	TOTAL ASSETS		10,589,391.18

LIABILITIES AND EQUITY

LIABILITIES

51-21350	CUSTOMER DEPOSITS	128,865.98	
51-22300	NET PENSION LIABILITY	92,521.00	
51-22350	DEFERRED INFLOWS OF RESOURCES	(982.00)	
51-25300	COMPENSATED ABSENCES PAYABLE	4,454.45	
51-25330	NOTE PAYABLE-LAND	451,000.00	
51-25350	REFUNDING BOND-SERIES 2018 WTR	839,000.00	
	TOTAL LIABILITIES		1,514,859.43

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
51-29800	RETAINED EARNINGS	13,139,933.80	
51-29810	CONTRIBUTION TO CITY HALL	(100,000.00)	
51-29900	RESERVE ACCNT FOR IMPACT FEES	(3,862,396.14)	
	REVENUE OVER EXPENDITURES - YTD	(103,005.91)	
	BALANCE - CURRENT DATE	9,074,531.75	
	TOTAL FUND EQUITY		9,074,531.75
	TOTAL LIABILITIES AND EQUITY		10,589,391.18

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUE (O&M)</u>					
51-30-100	SERVICE FEES-WATER	77,055.91	419,685.42	981,000.00	561,314.58	42.8
51-30-200	LATE FEES	165.42	1,144.74	2,400.00	1,255.26	47.7
51-30-900	MISCELLANEOUS	.00	1,284.00	4,500.00	3,216.00	28.5
	<u>TOTAL OPERATING REVENUE (O&M)</u>	<u>77,221.33</u>	<u>422,114.16</u>	<u>987,900.00</u>	<u>565,785.84</u>	<u>42.7</u>
	<u>NON-OPERATING REVENUE (CIP)</u>					
51-36-120	INTEREST EARNINGS	4,400.13	24,928.54	57,000.00	32,071.46	43.7
51-36-200	IMPACT FEES-WATER	6,992.10	49,567.50	107,200.00	57,632.50	46.2
51-36-230	CONSTRUCTION WATER METERS	8,542.84	13,342.84	12,000.00	(1,342.84)	111.2
51-36-240	WATER LATERAL INSPECTIONS	25.00	325.00	750.00	425.00	43.3
	<u>TOTAL NON-OPERATING REVENUE (CIP)</u>	<u>19,960.07</u>	<u>88,163.88</u>	<u>176,950.00</u>	<u>88,786.12</u>	<u>49.8</u>
	<u>TOTAL FUND REVENUE</u>	<u>97,181.40</u>	<u>510,278.04</u>	<u>1,164,850.00</u>	<u>654,571.96</u>	<u>43.8</u>

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENSES (O&M)</u>					
51-40-100 WEBER BASIN WATER CONSERV.DIST	112,904.00	112,904.00	112,904.00	.00	100.0
51-40-110 SALARIES/WAGES-PERMANENT	12,336.72	66,343.29	167,100.00	100,756.71	39.7
51-40-115 OVERTIME/VAC	1,782.01	5,549.77	14,000.00	8,450.23	39.6
51-40-120 SALARIES/WAGES-PART-TIME	2,003.92	10,547.12	22,200.00	11,652.88	47.5
51-40-130 EMPLOYEE BENEFITS	9,121.89	44,027.78	107,200.00	63,172.22	41.1
51-40-140 PENSION EXPENSE	.00	.00	1,000.00	1,000.00	.0
51-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	750.00	750.00	.0
51-40-220 PUBLIC NOTICES	.00	.00	4,000.00	4,000.00	.0
51-40-230 TRAVEL	.00	.00	2,000.00	2,000.00	.0
51-40-240 OFFICE SUPPLIES AND EXPENSE	843.30	3,261.58	9,500.00	6,238.42	34.3
51-40-250 EQUIP/SUPPLIES/MAINTENANCE	4,167.22	21,150.31	75,000.00	53,849.69	28.2
51-40-251 VEHICLE:FUEL	354.30	1,198.72	4,000.00	2,801.28	30.0
51-40-253 VEHICLE: MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
51-40-260 BAD DEBT	.00	.00	200.00	200.00	.0
51-40-270 UTILITIES	3,315.65	15,158.63	55,000.00	39,841.37	27.6
51-40-280 TELEPHONE	90.00	450.00	1,160.00	710.00	38.8
51-40-310 PROFESSIONAL/TECHINICAL SERVICE	5,627.27	16,200.18	35,000.00	18,799.82	46.3
51-40-330 EDUCATION & TRAINING	.00	.00	2,000.00	2,000.00	.0
51-40-610 MISCELLANEOUS SUPPLIES	39.09	178.42	600.00	421.58	29.7
51-40-660 DEPRECIATION	21,916.67	109,583.35	263,000.00	153,416.65	41.7
51-40-750 LEASE	.00	.00	1,920.00	1,920.00	.0
51-40-810 BOND PRINCIPAL	.00	151,969.86	152,000.00	30.14	100.0
TOTAL OPERATING EXPENSES (O&M)	174,502.04	558,523.01	1,032,534.00	474,010.99	54.1
<u>NON-OPERATING EXPENSES (CIP)</u>					
51-46-220 PUBLIC NOTICES	.00	.00	600.00	600.00	.0
51-46-310 PROFESSIONAL & TECHNICAL	137.50	2,554.96	66,000.00	63,445.04	3.9
51-46-550 BOND AGENT FEES	.00	1,250.00	2,200.00	950.00	56.8
51-46-730 IMPROVEMENTS-CONSTRUCTION	6,536.64	16,543.28	840,234.00	823,690.72	2.0
51-46-740 CAPITAL OUTLAY/EQUIPMENT	.00	16,645.50	18,300.00	1,654.50	91.0
51-46-820 INTERST ON BONDS	.00	17,767.20	33,900.00	16,132.80	52.4
TOTAL NON-OPERATING EXPENSES (CIP)	6,674.14	54,760.94	961,234.00	906,473.06	5.7
TOTAL FUND EXPENDITURES	181,176.18	613,283.95	1,993,768.00	1,380,484.05	30.8
NET REVENUE OVER EXPENDITURES	(83,994.78)	(103,005.91)	(828,918.00)	(725,912.09)	(12.4)

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

SEWER FUND

ASSETS

53-10100	CASH - COMBINED FUND	2,088,803.41	
53-13110	ACCOUNTS RECEIVABLE	110,185.46	
53-13120	RESERVE FOR BAD DEBT	(2,000.00)	
53-15200	DEFERRED OUTFLOW OF RESOURCES	26,026.00	
53-16210	BUILDINGS	50,000.00	
53-16220	ACCUM DEPR - BUILDINGS	(7,000.00)	
53-16310	SEWER SYSTEM	4,141,922.94	
53-16320	ACCUM DEPR - SEWER SYSTEM	(1,475,465.35)	
53-16510	EQUIPMENT	149,305.27	
53-16520	ACCUM DEPR - EQUIP	(123,688.25)	
TOTAL ASSETS			4,958,089.48

LIABILITIES AND EQUITY

LIABILITIES

53-21350	CUSTOMER DEPOSITS	800.00	
53-22300	NET PENSION LIABILITY	48,496.00	
53-22350	DEFERRED INFLOWS OF RESOURCES	2,866.00	
53-25300	COMPENSATED ABSENCES PAYABLE	4,918.33	
TOTAL LIABILITIES			57,080.33

FUND EQUITY

53-28110	CONTRIBUTIONS FROM CUSTOMERS	202,397.10	
53-28210	CONTRIB. FROM MUNICIPALITY	151,666.45	
53-28310	CONTRIB.FROM SEWER EXTENSION	47,084.80	
UNAPPROPRIATED FUND BALANCE:			
53-29800	RETAINED EARNINGS	4,227,487.47	
53-29810	CONTRIBUTION TO CITY HALL	(100,000.00)	
53-29900	RESERVE ACCNT FOR IMPACT FEES	361,704.54	
	REVENUE OVER EXPENDITURES - YTD	10,668.79	
BALANCE - CURRENT DATE		4,499,860.80	
TOTAL FUND EQUITY			4,901,009.15
TOTAL LIABILITIES AND EQUITY			4,958,089.48

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUE (O&M)</u>					
53-30-100	SERVICE FEES-SEWER	92,132.83	433,717.66	1,047,000.00	613,282.34	41.4
53-30-200	LATE FEES	184.83	1,173.49	2,450.00	1,276.51	47.9
	TOTAL OPERATING REVENUE (O&M)	92,317.66	434,891.15	1,049,450.00	614,558.85	41.4
	<u>NON-OPERATING REVENUE (CIP)</u>					
53-36-120	INTEREST EARNINGS	4,036.96	23,588.52	56,344.00	32,755.48	41.9
53-36-200	IMPACT FEES-SEWER	2,665.00	11,115.00	19,500.00	8,385.00	57.0
53-36-240	SEWER LATERAL INSPECTION	25.00	350.00	750.00	400.00	46.7
	TOTAL NON-OPERATING REVENUE (CIP)	6,726.96	35,053.52	76,594.00	41,540.48	45.8
	TOTAL FUND REVENUE	99,044.62	469,944.67	1,126,044.00	656,099.33	41.7

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENSES (O&M)</u>					
53-40-100 CENTRAL WEBER SEWER DISTRICT	175,054.00	343,244.00	700,550.00	357,306.00	49.0
53-40-110 SALARIES/WAGES-PERMANENT	4,194.16	23,619.27	64,000.00	40,380.73	36.9
53-40-115 OVERTIME/VAC	250.62	1,446.45	3,550.00	2,103.55	40.8
53-40-120 SALARIES/WAGES-PART-TIME	367.38	2,010.43	4,800.00	2,789.57	41.9
53-40-130 EMPLOYEE BENEFITS	2,849.21	15,176.79	39,600.00	24,423.21	38.3
53-40-140 PENSION EXPENSE	.00	.00	1,000.00	1,000.00	.0
53-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	700.00	700.00	.0
53-40-230 TRAVEL	.00	.00	2,000.00	2,000.00	.0
53-40-240 OFFICE SUPPLIES AND EXPENSE	938.01	3,294.32	9,500.00	6,205.68	34.7
53-40-250 EQUIP/SUPPLIES/MAINTENANCE	.00	25.69	70,000.00	69,974.31	.0
53-40-251 VEHICLE:FUEL	354.30	1,198.74	4,000.00	2,801.26	30.0
53-40-253 VEHICLE: MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
53-40-260 BAD DEBT	.00	.00	200.00	200.00	.0
53-40-280 TELEPHONE	90.00	450.00	1,160.00	710.00	38.8
53-40-310 PROFESSIONAL/TECHINCAL SERVICE	750.50	2,257.00	10,000.00	7,743.00	22.6
53-40-330 EDUCATION AND TRAINING	.00	.00	1,500.00	1,500.00	.0
53-40-610 MISCELLANEOUS SUPPLIES	39.08	103.34	600.00	496.66	17.2
53-40-650 DEPRECIATION	7,916.67	39,583.35	95,000.00	55,416.65	41.7
53-40-750 LEASE	.00	.00	1,920.00	1,920.00	.0
TOTAL OPERATING EXPENSES (O&M)	192,803.93	432,409.38	1,011,080.00	578,670.62	42.8
<u>NON-OPERATING EXPENSES (CIP)</u>					
53-46-310 PROFESSIONAL & TECHNICAL	4,306.00	4,361.00	.00	4,361.00	.0
53-46-730 IMPROVEMENTS-CONSTRUCTION	.00	.00	356,000.00	356,000.00	.0
53-46-740 CAPTIAL OUTLAY - EQUIPMENT	.00	22,505.50	28,300.00	5,794.50	79.5
TOTAL NON-OPERATING EXPENSES (CIP)	4,306.00	26,866.50	384,300.00	357,433.50	7.0
TOTAL FUND EXPENDITURES	197,109.93	459,275.88	1,395,380.00	936,104.12	32.9
NET REVENUE OVER EXPENDITURES	(98,065.31)	10,668.79	(269,336.00)	(280,004.79)	4.0

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

SOLID WASTE FUND

ASSETS

55-10100	CASH - COMBINED FUND	106,538.28	
55-13110	ACCOUNTS RECEIVABLE	41,778.02	
55-13120	RESERVE FOR BAD DEBT	(1,000.00)	
55-15200	DEFERRED OUTFLOW OF RESOURCES	13,232.00	
55-16510	EQUIPMENT	20,749.96	
55-16520	ACCUM DEPR - EQUIP	(3,556.68)	
TOTAL ASSETS			177,741.58

LIABILITIES AND EQUITY

LIABILITIES

55-22300	NET PENSION LIABILITY	25,803.00	
55-22350	DEFERRED INFLOWS OF RESOURCES	1,057.00	
55-25320	COMPENSATED ABSENCES PAYABLE	2,239.32	
TOTAL LIABILITIES			29,099.32

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
55-29800	RETAINED EARNINGS	122,739.95	
	REVENUE OVER EXPENDITURES - YTD	25,902.31	
BALANCE - CURRENT DATE		148,642.26	
TOTAL FUND EQUITY			148,642.26
TOTAL LIABILITIES AND EQUITY			177,741.58

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

SOLID WASTE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>OPERATING REVENUE (O&M)</u>					
55-30-100	SERVICE FEES-SOLID WASTE	31,897.66	159,428.23	375,500.00	216,071.77	42.5
55-30-105	SERVICE FEES-RECYCLING	6,607.36	33,006.55	79,000.00	45,993.45	41.8
55-30-200	LATE FEES	82.88	525.32	1,000.00	474.68	52.5
	<u>TOTAL OPERATING REVENUE (O&M)</u>	<u>38,587.90</u>	<u>192,960.10</u>	<u>455,500.00</u>	<u>262,539.90</u>	<u>42.4</u>
	<u>NON-OPERATING REVENUE (CIP)</u>					
55-36-120	INTEREST INCOME	205.85	1,172.60	2,700.00	1,527.40	43.4
55-36-210	GARBAGE CAN FEE	.00	999.00	2,490.00	1,491.00	40.1
	<u>TOTAL NON-OPERATING REVENUE (CIP)</u>	<u>205.85</u>	<u>2,171.60</u>	<u>5,190.00</u>	<u>3,018.40</u>	<u>41.8</u>
	<u>TOTAL FUND REVENUE</u>	<u>38,793.75</u>	<u>195,131.70</u>	<u>460,690.00</u>	<u>265,558.30</u>	<u>42.4</u>

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

SOLID WASTE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING EXPENSES (O&M)</u>					
55-40-110 SALARIES/WAGES-PERMANENT EMPLO	2,082.88	12,415.40	36,250.00	23,834.60	34.3
55-40-115 OVERTIME/VAC	224.19	1,008.70	1,900.00	891.30	53.1
55-40-120 SALARIES/WAGES-PART-TIME	367.40	2,010.47	4,800.00	2,789.53	41.9
55-40-130 EMPLOYEE BENEFITS	1,419.24	8,075.19	22,500.00	14,424.81	35.9
55-40-140 PENSION EXPENSE	.00	.00	1,000.00	1,000.00	.0
55-40-240 OFFICE SUPPLIES AND EXPENSE	469.00	1,682.58	4,200.00	2,517.42	40.1
55-40-260 BAD DEBT	.00	.00	200.00	200.00	.0
55-40-280 TELEPHONE	20.00	100.00	320.00	220.00	31.3
55-40-310 PROFESSIONAL AND TECH SERV	75.00	375.00	900.00	525.00	41.7
55-40-500 COLLECTION-GARBAGE	10,017.90	40,040.45	122,000.00	81,959.55	32.8
55-40-501 COLLECTION-RECYCLING	6,624.00	26,457.00	81,000.00	54,543.00	32.7
55-40-510 DISPOSAL-GARBAGE	15,225.22	61,251.14	153,000.00	91,748.86	40.0
55-40-511 DISPOSAL - RECYCLING	1,630.97	7,242.46	27,433.00	20,190.54	26.4
TOTAL OPERATING EXPENSES (O&M)	38,155.80	160,658.39	455,503.00	294,844.61	35.3
<u>NON-OPERATING EXPENSES (CIP)</u>					
55-46-740 CAPTIAL OUTLAY - EQUIPMENT	.00	8,571.00	14,300.00	5,729.00	59.9
TOTAL NON-OPERATING EXPENSES (CIP)	.00	8,571.00	14,300.00	5,729.00	59.9
TOTAL FUND EXPENDITURES	38,155.80	169,229.39	469,803.00	300,573.61	36.0
NET REVENUE OVER EXPENDITURES	637.95	25,902.31	(9,113.00)	(35,015.31)	284.2

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

REDEVELOPMENT AGENCY FUND

ASSETS

60-10100	CASH - COMBINED FUND	1,016,934.34	
60-13110	ACCOUNTS RECEIVABLE	2,603.00	
60-13130	GRANT RECEIVABLE	258,987.61	
	TOTAL ASSETS		1,278,524.95

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
60-29800	ASSIGNED-FUND BAL.BEGIN.YEAR	1,382,324.60	
	REVENUE OVER EXPENDITURES - YTD	(103,799.65)	
	BALANCE - CURRENT DATE	1,278,524.95	
	TOTAL FUND EQUITY		1,278,524.95
	TOTAL LIABILITIES AND EQUITY		1,278,524.95

PLEASANT VIEW CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

REDEVELOPMENT AGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
60-36-110 PROPERTY TAX INCREMENT-CITY'S	2,740.75	3,606.30	48,000.00	44,393.70	7.5
60-36-111 PROP. TAX INCRMNT-OT ENTITIES	22,933.22	31,684.62	466,000.00	434,315.38	6.8
60-36-120 INTEREST EARNINGS	1,964.91	11,380.99	28,800.00	17,419.01	39.5
TOTAL REVENUE	27,638.88	46,671.91	542,800.00	496,128.09	8.6
TOTAL FUND REVENUE	27,638.88	46,671.91	542,800.00	496,128.09	8.6

PLEASANT VIEW CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2019

REDEVELOPMENT AGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENSES-ADMINISTRATION</u>					
60-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	2,928.00	3,065.00	137.00	95.5
60-40-220 PUBLIC NOTICES	.00	63.25	100.00	36.75	63.3
60-40-240 OFFICE SUPPLIES AND EXPENSE	.00	.00	100.00	100.00	.0
60-40-310 PROFESSIONAL & TECHNICAL	1,150.00	1,150.00	1,500.00	350.00	76.7
60-40-750 INCREASE IN FUND BALANCE	.00	.00	363,835.00	363,835.00	.0
TOTAL EXPENSES-ADMINISTRATION	1,150.00	4,141.25	368,600.00	364,458.75	1.1
<u>EXPENSES-EDA DEVELOPMENT</u>					
60-46-310 PROFESSIONAL SERVICES	.00	2,466.49	52,000.00	49,533.51	4.7
60-46-730 IMPROVEMENTS-CONSTRUCTION	.00	143,863.82	251,500.00	107,636.18	57.2
60-46-850 TAX INCENTIVES	.00	.00	62,200.00	62,200.00	.0
TOTAL EXPENSES-EDA DEVELOPMENT	.00	146,330.31	365,700.00	219,369.69	40.0
TOTAL FUND EXPENDITURES	1,150.00	150,471.56	734,300.00	583,828.44	20.5
NET REVENUE OVER EXPENDITURES	26,488.88	(103,799.65)	(191,500.00)	(87,700.35)	(54.2)

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

GENERAL FIXED ASSETS

<u>ASSETS</u>			
91-16110	LAND	939,731.88	
91-16210	BUILDINGS	1,935,474.62	
91-16510	MACHINERY AND EQUIPMENT	1,870,590.00	
91-16520	LAND IMPROVEMENTS	2,579,281.52	
91-16530	INFRASTRUCTURE AND ROADS	15,262,323.17	
91-16540	CONSTRUCTION IN PROGRESS	2,447,276.06	
91-17500	ACCUMULATED DEPRECIATION	(5,470,371.62)	
TOTAL ASSETS			<u>19,564,305.63</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
UNAPPROPRIATED FUND BALANCE:			
91-29800	INVESTMENTS IN FIXED ASSETS	<u>19,564,305.63</u>	
BALANCE - CURRENT DATE		<u>19,564,305.63</u>	
TOTAL FUND EQUITY			<u>19,564,305.63</u>
TOTAL LIABILITIES AND EQUITY			<u>19,564,305.63</u>

PLEASANT VIEW CITY CORPORATION
BALANCE SHEET
NOVEMBER 30, 2019

GENERAL LONG-TERM DEBT

ASSETS

95-18100	FUNDS TO BE PROVIDED	256,361.51	
95-18802	DEFERRED OUTFLOW OF RESOURCES	463,023.00	
	TOTAL ASSETS		719,384.51

LIABILITIES AND EQUITY

LIABILITIES

95-25020	COMPENSATED ABSENCES PAYABLE	107,161.67	
95-25030	LEASE OBLIGATIONS	149,199.84	
95-25801	NET PENSION LIABILITY	970,015.00	
95-25803	DEFERRED INFLOWS OF RESOURCES	43,292.00	
	TOTAL LIABILITIES		1,269,668.51

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
95-29804	BEGINNING OF YEAR	(550,284.00)	
	BALANCE - CURRENT DATE	(550,284.00)	
	TOTAL FUND EQUITY		(550,284.00)
	TOTAL LIABILITIES AND EQUITY		719,384.51