



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

Notice is hereby given that the Pleasant Grove City Council will hold a Work Session meeting at **4:30 p.m. on July 21, 2020** in the Community Room 108 S 100 E, prior to the regular **City Council meeting at 6:00 p.m.** This is a public meeting and anyone interested is invited to attend, however, Work Sessions are not designed to hear public comment or take official action.

AGENDA

4:30 P.M. WORK SESSION

1. Communities that Care Update: Presenter Tamara Oborn.
2. ICO Development Agreement – Presenter: Administrator Darrington
3. Introduction of new employees.
4. Staff Business

6:00 P.M. REGULAR CITY COUNCIL

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council Minutes:
City Council Minutes for the July 7, 2020 meeting.
 - b.** To consider approval of Payment Request No. 1 for BD Bush Excavation of the 700 South Sewer Improvement Project.
 - c.** To consider approval of payment approval reports for July 16, 2020.

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

- 7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
- 8. PRESENTATIONS:**
- 9. PUBLIC HEARING ITEMS:**
 - A.** Public Hearing to consider for adoption a Resolution (2020-042) amending the FY21 Budget Fee Schedule by making a technical correction to the Storm Drain MS4 LID Residential Development Fee (no change in fee) and providing an effective date. *Presenter: Director Beaumont*

10. ACTION ITEMS READY FOR VOTE:

- A.** To consider for adoption an Ordinance (2020-15) amending Title 5 Chapter 4 adopting Section 4 “Exceptions” providing for an exception to the prohibitions regarding hunting and discharge of weapons within City limits for the Urban Deer Control Plan and providing for an effective date. *Presenter: Attorney Petersen*
- B.** To consider for adoption an Ordinance (2020-16) amending Title 8 “Utilities” to provide for Low Impact Development Standards for Storm Water Flows by adding Chapter 7 “Low Impact Development” and amending other subsections to include provisions for Low Impact Development Standards including Chapter 8-6-5 “Reduction of Storm Water Flows” requiring storm drain design practices that comply with Low Impact Development Standards and imposing an MSA LID Residential Development Fee and amending Title 11 Chapter 7 Subsections 4 and 5 “Preliminary Plat” and “Final Plat” Subsection 7 “Site Plan Requirements for Permitted and Conditional Uses” adding provision for Low Impact Development Calculations and providing for an effective date. *Presenter: Director Beaumont*
- C.** To consider for adoption a Resolution (2020-043) authorizing the Mayor to sign a License Agreement with Union Pacific Railroad to allow Pleasant Grove City to install a sewer pipeline across property owned by the railroad at Mile Post 764.25 on the Provo Industrial LD. Subdivision at or near the intersection of State Street and Center Street, and providing for an effective date. *Presenter: Director Beaumont*
- D.** To consider for adoption a Resolution (2020-044) authorizing the Mayor to execute a Sewer Collections System Service Agreement with R.H. Borden and Company, LLC for sewer line and manhole inspection and assessment services; and providing for an effective date. *Presenter: Director Beaumont*
- E.** To consider for adoption a Resolution (2020-045) authorizing the Mayor to sign an Amended Participation Agreement for the Utah County Officer Involved Critical Incident Protocol; and providing an effective date. *Presenter: Chief Roberts*

11. ITEMS FOR DISCUSSION:

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

12. REVIEW AND DISCUSSION ON THE AUGUST 4, 2020 CITY COUNCIL MEETING AGENDA.

13. MAYOR AND COUNCIL BUSINESS.

14. SIGNING OF PLATS.

15. REVIEW CALENDAR.

16. ADJOURN.

CERTIFICATE OF POSTING:

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

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

Date: July 17, 2020

Time: 5:00 p.m.

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

Supporting documents can be found online at: <http://pmn.utah.gov>

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

**PARTIAL PAYMENT ESTIMATE
NO. 1**

Name of Contractor: <i>BD Bush Excavation</i>		
Name of Owner: <i>Pleasant Grove City</i>		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 30-Jul-20	Original: \$339,999.00	From: 15-Jun-20
Revised: N/A	Revised: \$339,999.00	To: 8-Jul-20
Description of Job: <i>700 South Sewer Improvement Project</i>		
Amount	This Period	Total To Date
Amount Earned	\$282,721.50	\$282,721.50
Retainage Being Held	\$14,136.08	\$14,136.08
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$0.00
Amount Due	\$268,585.43	\$268,585.43

Contractor's Construction Progress is **NEARLY COMPLETE**

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

Recommended by Horrocks Engineers

Date: 7/15/2020


Brett Wood, P.E.
Project Engineer

Accepted by: **BD Bush Excavation**

Date: 7/16/2020


BRONSON ANDERSON
Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy L. Fugal
Mayor

Budget Code _____ Staff Initial _____

PROJECT: 700 South Sewer Improvement Project

PAY PERIOD:

1

Jun-20

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
	Base Bid A:								
1	Mobilization	1.00	LS	\$10,000.00	\$10,000.00	0.75	0.75	\$7,500.00	\$7,500.00
2	Traffic Control	1.00	LS	\$25,754.00	\$25,754.00	0.75	0.75	\$19,315.50	\$19,315.50
3	SWPPP	1.00	LS	\$9,150.00	\$9,150.00	0.75	0.75	\$6,862.50	\$6,862.50
4	Bypass Pumping	1.00	LS	\$29,000.00	\$29,000.00	1.00	1.00	\$29,000.00	\$29,000.00
5	Hot Tap Connection	1.00	EA	\$2,550.00	\$2,550.00	1.00	1.00	\$2,550.00	\$2,550.00
6	8" C-900 PVC Water Line	35.00	LF	\$97.80	\$3,423.00	35.00	35.00	\$3,423.00	\$3,423.00
7	8" Gate Valve	1.00	EA	\$2,050.00	\$2,050.00	1.00	1.00	\$2,050.00	\$2,050.00
8	8" MJ Cap	1.00	EA	\$700.00	\$700.00	1.00	1.00	\$700.00	\$700.00
9	Clay Dam	3.00	EA	\$640.00	\$1,920.00	3.00	3.00	\$1,920.00	\$1,920.00
10	Cap with Concrete	4.00	EA	\$555.00	\$2,220.00	3.00	3.00	\$1,665.00	\$1,665.00
11	Remove Asphalt	1340.00	SY	\$5.75	\$7,705.00	1340.00	1340.00	\$7,705.00	\$7,705.00
12	Stabilization Rock	25.00	TON	\$30.80	\$770.00	180.00	180.00	\$5,544.00	\$5,544.00
13	Remove Existing Pipe	1.00	LS	\$1,500.00	\$1,500.00	1.00	1.00	\$1,500.00	\$1,500.00
14	Import Backfill Material	1260.00	TON	\$14.00	\$17,640.00	1260.00	1260.00	\$17,640.00	\$17,640.00
15	Untreated Base Course (8 inch)	190.00	CY	\$40.30	\$7,657.00	310.00	310.00	\$12,493.00	\$12,493.00
16	Hot Mix Asphalt	410.00	TON	\$113.00	\$46,330.00	0.00	0.00		\$0.00
17	30" PVC Sewer Pipe	830.00	LF	\$149.00	\$123,670.00	821.50	821.50	\$122,403.50	\$122,403.50
18	Reconnection of Sewer Lateral	1.00	EA	\$3,800.00	\$3,800.00	1.00	1.00	\$3,800.00	\$3,800.00
19	8 Foot Manhole	2.00	EA	\$13,550.00	\$27,100.00	2.00	2.00	\$27,100.00	\$27,100.00
20	8 Foot Manhole Bottom	1.00	EA	\$9,550.00	\$9,550.00	1.00	1.00	\$9,550.00	\$9,550.00
21	Paint Striping and Markings	1.00	LS	\$3,000.00	\$3,000.00	0.00	0.00		\$0.00
22	Adjust Valve Box	1.00	EA	\$560.00	\$560.00	0.00	0.00		\$0.00
23	Adjust Manhole	5.00	EA	\$790.00	\$3,950.00	0.00	0.00		\$0.00
Subtotal					\$339,999.00			\$282,721.50	\$282,721.50

Total**\$339,999.00**

TOTAL	\$282,721.50	\$282,721.50
AMOUNT RETAINED	\$14,136.08	\$14,136.08
RETAINAGE RELEASED	\$0.00	\$0.00
PREVIOUS RETAINAGE		\$0.00
PREVIOUS PAYMENTS		\$0.00
AMOUNT DUE	\$268,585.43	\$268,585.43

RESOLUTION NO. 2020-042

A RESOLUTION OF THE CITY COUNCIL OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, AMENDING THE FY21 BUDGET CONSOLIDATED FEE SCHEDULE BY MAKING A TECHNICAL CORRECTION (NO CHANGE IN FEE) TO THE STORM DRAIN MS4 LID RESIDENTIAL DEVELOPMENT FEE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, notice of a Public Hearing, as required by law, to consider adjusting and amending the revenues and expenditures of the 2020/2021 Fiscal Year Budget, was published in a newspaper of general circulation; and

WHEREAS, the Pleasant Grove City Council held a duly noticed Public Hearing on June 23, 2020 to adopt the 2020/2021 budget; and

WHEREAS, State law requires amendments to the current year's budget be made no later than June 30 of each year; and

WHEREAS, after the City Council adopted the FYI 2020/2021 budget which included the Consolidated Fee Schedule a technical error was discovered in the Storm Drain MS4 Low Impact Development fee; and

WHEREAS, it has become necessary to amend the FY 2020/2021 budget by amending the FY21 Budget Consolidated Fee Schedule by making a technical correction (no change in fee) to the Storm Drain MS4 LID Residential Development Fee by changing (per ac-ft of required runoff volume) to (per cubic foot of volume); and

WHEREAS, pursuant to the requirements of state law, the City Council held a duly noticed public hearing on July 21, 2020 to adopt the amended 2020/2021 fee schedule; and

WHEREAS, the Council finds that it has satisfied all legal requirements to amend the fee schedule, and hereby determines that the amend to the 2020/2021 Fiscal Year Consolidated Fee Schedule are necessary; and

WHEREAS, the Pleasant Grove City Council has considered input from staff and the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Pleasant Grove City, Utah County, State of Utah, that the adjustment to the Fiscal Year 2020/2021 Consolidated Fee Schedule are hereby adopted and is hereby amended to reflect those amendments.

PASSED AND ADOPTED by the City Council of Pleasant Grove City, Utah this 21st day of July, 2020.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: _____ **Second:** _____

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

ORDINANCE NO. 2020-15

AN ORDINANCE AMENDING TITLE 5 CHAPTER 4 ADOPTING SECTION 4 “EXCEPTIONS” PROVIDING FOR AN EXCEPTION TO THE PROHIBITIONS REGARDING HUNTING AND DISCHARGE OF WEAPONS WITHIN CITY LIMITS FOR THE URBAN DEER CONTROL PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is authorized by Utah Code § 10-8-84 to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants. . .”; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of Pleasant Grove; and

WHEREAS, the burgeoning wild deer population has caused financial losses to property owners within the City; and

WHEREAS, the wild deer population has also caused property damage and loss to property owners within the City; and

WHEREAS, said wild deer population has also been the cause of numerous automobile accidents within the City causing injury or death to the deer and property damage to vehicles; and

WHEREAS, City has determined that a program should be implemented to reduce the population of wild animals such as deer within the City limits to protect life and property; and

WHEREAS, after consideration of all the relevant factors, the Pleasant Grove City Council finds and determines that it is in the best interest of the health, safety and general welfare of its current and future residents to adopt this ordinance in order to provide adequate regulation of wild animal populations within the city limits; and

WHEREAS, the City Council held a public hearing on July 7, 2020 to take public comment on the proposed Urban Deer Control Plan; and

WHEREAS, at the conclusion of the hearing, the council adopted and approved the proposed Urban Deer Control Plan which provides the methods of harvesting urban deer, including the use of guns and bows to manage the urban deer population.

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

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

SECTION 1. Title 5 Chapter 4 Section 4 “Exceptions” is hereby adopted and added to the “Weapons” Ordinance to read as follows:

CHAPTER 4 “WEAPONS”

5-4-1: Discharging Weapon Within City

5-4-2: Slingshots Prohibited

5-4-3: Hunting Prohibited

5-4-1: DISCHARGING WEAPON WITHIN CITY:

A. Unlawful: It is unlawful for any person to discharge any gun or pistol or air gun or to shoot any bow and arrow within the limits of the city, except as may be approved by the leisure services director for the discharge of weapons in park areas in connection with recreation activities 1, or in self-defense, or in the case of a peace officer performing his official duty, or in case of target shooting in an area designated by the city council; provided, however, that nothing contained in this section shall be construed to prohibit the use of play pistols, guns, bows and arrows, or other similar children's toys.

B. Violation; Penalty: A violation of this section is a class B misdemeanor and upon conviction, subject to penalty as provided in section 1-4-1 of this code. (1990 Code § 9.32.010; amd. 2003 Code)

5-4-2: SLINGSHOTS PROHIBITED:

It is unlawful for any person to discharge any flipper or slingshot or air gun within the city. (1990 Code § 9.32.020)

5-4-3: HUNTING PROHIBITED:

It is unlawful for any person to hunt any wildlife within the city limits regardless of whether or not a hunting season is then in effect for any wildlife species. (1990 Code § 9.32.030)

5-4-4: EXCEPTIONS:

The provisions of this chapter shall not apply to any person or organization engaged in the practice of harvesting deer pursuant to the adopted Urban Deer Control Plan provided said actions are in compliance with the Plan.

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

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

SECTION 4. APPROVED AND ADOPTED by the City Council of Pleasant Grove City, Utah County, Utah, this ____ day of _____ 2020.

Guy L. Fugal, Mayor

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: _____ **Second:** _____

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

CERTIFICATE OF POSTING ORDINANCE

Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that copies of the foregoing Ordinance No. _____ was posted in the Daily Herald Newspaper on this _____ day of _____, 2020.

Dated this _____ day of _____, 2020.

Kathy T. Kresser, MMC, City Recorder

ORDINANCE NO. 2020-16

AN ORDINANCE AMENDING TITLE 8 “UTILITIES” TO PROVIDE FOR LOW IMPACT DEVELOPMENT STANDARDS FOR STORM WATER FLOWS BY ADDING CHAPTER 7 “LOW IMPACT DEVELOPMENT” AND AMENDING OTHER SUBSECTIONS TO INCLUDE PROVISIONS FOR LOW IMPACT DEVELOPMENT STANDARDS INCLUDING CHAPTER 8-6-5 “REDUCTION OF STORM WATER FLOWS” REQUIRING STORM DRAIN DESIGN PRACTICES THAT COMPLY WITH LOW IMPACT DEVELOPMENT STANDARDS AND IMPOSING AN MS4 LID RESIDENTIAL DEVELOPMENT FEE AND AMENDING TITLE 11 CHAPTER 7 SUBSECTIONS 4 AND 5 “PRELIMINARY PLAT” AND “FINAL PLAT” SUBSECTION 7 “SITE PLAN REQUIREMENTS FOR PERMITTED AND CONDITIONAL USES” ADDING PROVISION FOR LOW IMPACT DEVELOPMENT CALCULATIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City is authorized by Utah Code § 10-8-84 to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants. . .”; and

WHEREAS, the purpose of this ordinance is to promote the public health, safety, and general welfare of the citizens of Pleasant Grove; and

WHEREAS, the EPA and the State of Utah have imposed new regulations upon municipalities with regard to storm water flows which require more restrictive standards for storm water flows on new development referred to as “Low Impact Development Standards” (LID); and

WHEREAS, City is mandated to be in compliance with these standards; and

WHEREAS, the new regulations require on site infiltration or other treatment of storm water flow; and

WHEREAS, however, City desires to utilize the centralized storm drain facilities of the city wide storm drain system to accomplish the same result; and

WHEREAS, City has determined that a program should be implemented to provide a mechanism for new residential development once acre or larger in size to pay a fee to contribute towards the cost of maintaining said facilities to meet their individual LID requirements; and

WHEREAS, after consideration of all the relevant factors, the Pleasant Grove City Council finds and determines that it is in the best interest of the health, safety and general welfare of its current and future residents to adopt this ordinance in order to provide adequate regulation of storm water flows for new development within the City; and

WHEREAS, the City Council held a public on July 21, 2020 to consider these ordinance changes; and

WHEREAS, at the conclusion of the hearing, the council adopted and approved the proposed ordinance amendments.

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

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

SECTION 1. Title 8 Chapter 6 Section 7 “Low Impact Development” is hereby adopted and the remaining amendments to: Title 8 Chapter 6 Section 5; Title 11 Chapter 7 Subsections 4, 5 and 7 of the Pleasant Grove Municipal Code are hereby adopted and amended to read as follows:

Title 8 - Utilities

Chapter 6

STORM DRAINAGE

8-6-1: FINDINGS; STORM DRAINAGE MASTER PLAN ADOPTED:

8-6-2: DEFINITIONS:

8-6-3: OBSTRUCTIONS:

8-6-4: DUMPING OR PUMPING:

8-6-5: REDUCTION OF STORM WATER FLOWS:

8-6-6: PIPING OF EXISTING DRAINAGE/IRRIGATION FACILITIES:

8-6-7: LOW IMPACT DEVELOPMENT:

8-6-~~7~~ -8: PENALTY:

8-6-1: FINDINGS; STORM DRAINAGE MASTER PLAN ADOPTED:

The city council:

A. Has found it necessary and determined that the public interest, convenience, health, welfare and safety requires that all water generated from, off and around individual construction, commercial, industrial, and public use developments and subdivisions be confined and disposed of in a flood control storm drain system; and (Ord. 98-34, 12-15-1998)

B. Has adopted as part of the city's general plan a storm drainage master plan as amended from time to time relating to the disposition of surface waters in a storm drainage system; and (Ord. 98-34, 12-15-1998; amd. Ord. 2004-16, 7-20-2004)

C. Has found that each area which is proposed to be subdivided, developed and/or built upon, does in fact generate additional runoff water which needs to be disposed of in a safe manner, avoiding damage and hazards to the inhabitants of the city; and

D. Has found it is necessary that certain improvements be constructed upon and/or in close proximity to subdivisions, commercial, industrial and public use developments, developments and individual construction in order to carry the surface runoff water to appropriate storage, disposition areas and other facilities identified in the storm drainage master plan; and

E. Has found that the costs of construction of the improvements must be borne by the subdivision and/or proposed developer and builder. (Ord. 98-34, 12-15-1998)

8-6-2: DEFINITIONS:

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

CATCH BASIN: A basin that has a storm water inlet to trap solids or debris.

DEBRIS: Any rock, dirt, sand, tree or other rubbish, litter, etc.

DETENTION BASIN OR RETENTION BASIN: A depression, or bermed area, designed with an inlet and outlet that regulates water flow and may allow debris to settle out of the water, and that is capable of detaining storm water runoff until it can either percolate into the surrounding soil, or be discharged at an approved release rate into a channel, pipe, ditch, street or other conveyance, without causing damage downstream. The detention basin shall have a discharge into said facilities as set forth above, however, a retention basin must contain all generated volumes.

DRAIN INLET: A point of entry into a sump, detention or retention basin, or storm water system or conduit, or approved irrigation system.

LOW IMPACT DEVELOPMENT (LID): Storm water control measures intended to capture, infiltrate, or treat initial runoff.

STORM DRAIN: A closed conduit for conducting storm water that has been collected by inlets or other approved means.

STORM WATER: Precipitation such as rain, snow, hail or other naturally occurring waters, that are not present as groundwater. Once the water percolates into the soil, it is defined herein as groundwater. Storm water runoff is water that is generated by storm water over land. All other water is defined as being water that is naturally occurring, and is not storm water.

SUMP: A formalized structure underground, surrounded by drain rock, that acts as a detention basin to allow the slow release of water into the surrounding subsoil. Sumps usually receive storm water runoff from paved areas such as streets, parking lots, building roofs, etc. (Ord. 98-34, 12-15-1998)

8-6-5: REDUCTION OF STORM WATER FLOWS:

A. The development for which the permit or approval is issued must design for and calculate the flows and volume, as provided in subsection 11-7-4D of this code, that will be produced by a 10-year, 24-hour storm for detained flow and storage, and a 25-year, 24-hour storm for retained flow and storage. In addition, the maximum allowable discharge from the entire project area or site shall not exceed 0.15 cfs per acre of gross area of development. The amount of storm water exiting the project cannot exceed the amount calculated above, but may be further restricted by the capacity of existing storm drains or drainage facilities as determined by the city engineer. Restrictions to the controlled rate of release will require that detention storage be provided. If no storm water collection, irrigation system with allowable capacity, or detention basins downstream are available, with sufficient unused capacity for the 10-year storm volume, or any portion thereof, retention of the 25-year storm must be provided. In any event that retention is the only available source of storm water management, in the determination of the city engineer, the soil must be capable of absorbing the entire volume of water within a three (3)

day period of time, as determined by a percolation test that shall be performed on the site to be used for retention of the storm water. All other provisions of the sizing, improvement and use of retention or detention basins shall conform in all instances to the provisions of section 10-15-33 of this code. In addition, all provisions of the design of storm water systems or control for each development shall conform to the master storm water management plan.

B. After July 7, 2020, all submitted development plans greater than 1 acre in size must address Low Impact Development storm drain design practices as outlined below. The Project Volume Retention Goal (V_{goal}) must be calculated as described in the "Storm Water Technical Manual" in Appendix A of the "Public Works Standards Specifications and Drawings".

- (1) For developments in single family residential zones, the MS4 LID Residential Development Fee will be calculated based on the V_{goal} volume, in accordance with the current adopted fee schedule.
- (2) All other types of development must provide infiltration, evapotranspiration and bioretention facilities for the full V_{goal} volume in accordance with the requirements of the Storm Water Technical Manual. If conditions exist as outlined in the Storm Water Technical Manual that prevent such developments from infiltrating the full volume, a partial retention approach shall be utilized. Whatever volume of water cannot be infiltrated shall be treated using LID practices prior to discharging any storm water offsite.

~~C. B.~~ In the instances where the plan describes major storm water conveyance channels that are intended to remain in an open, non-piped condition, conflicting provisions of this code, requiring that channels, ditches, and other storm or irrigation water conveyances be piped, shall be waived. (Ord. 98-34, 12-15-1998)

8-6-6: PIPING OF EXISTING DRAINAGE/IRRIGATION FACILITIES:

Any open irrigation and/or drainage ditches which are located within or along the borders of any proposed development must be piped or otherwise covered as a condition of development approval, except as provided in section 8-6-5 of this chapter. The developer shall be responsible for the design and construction of the required improvements. In the event the ditch has been identified in the storm drainage master plan as needing increased capacity, the city council may elect to have the city participate in the costs of piping such ditch. (Ord. 98-34, 12-15-1998)

11-7-4: PRELIMINARY PLAT:

D. Drainage Plan: Preliminary drainage plan, in accordance with title 8, chapter 6 of this Code, by which the subdivider proposes to detain the storm water runoff from a 10-year storm and meet Low Impact Development design requirements as described in title 8, chapter 6 and title 11, chapter 7 of this Code. The presence of storm water which flows onto the subdivided area and ultimate disposal of the storm water leaving the subdivided area must be considered. The subdivider is responsible for controlling storm runoff throughout all stages of construction of the development improvements. Facilities capable of conveying peak runoff from a 10-year storm to a point of on site or approved off site detention or retention is required. Detention or retention must be provided to limit the discharge into downstream drainage facilities to historical flows off of the property, as provided in title 8, chapter 6 of this Code. Written permission by the irrigation company board must be presented indicating the irrigation company's approval to discharge storm water into any irrigation company owned ditch; or any ditch or other facility which discharges into an irrigation company owned ditch farther downstream. Storm water inundation

areas around any natural water courses in the vicinity for a 100-year storm must be identified. Construction of buildings shall not be permitted in these areas.

11-7-5: FINAL PLAT:

E. Supplementary Documents And Submissions: The following documents shall be submitted with the final drawing and shall be considered part of the final plat submission:

4. Final drainage plan, in accordance with title 8, chapter 6 of this code, by which the subdivider proposes to detain the storm water runoff from a 10-year storm and meet Low Impact Development design requirements as described in title 8, chapter 6 and title 11, chapter 7 of this Code. The presence of storm water which flows onto the subdivided area and ultimate disposal of the storm water leaving the subdivided area must be considered. The subdivider is responsible for controlling storm runoff throughout all stages of construction of the development improvements. Facilities capable of conveying peak runoff from a 10-year storm to a point of on site or approved off site detention or retention is required. Detention or retention must be provided to limit the discharge into downstream drainage facilities to historical flows off of the property, as provided in title 8, chapter 6 of this code. Written permission by the Pleasant Grove irrigation company board must be presented indicating the irrigation company's approval to discharge storm water into any irrigation company owned ditch; or any ditch or other facility which discharges into an irrigation company owned ditch farther downstream. Storm water inundation areas around any natural watercourses in the vicinity for a 100-year storm must be identified. Construction of buildings shall not be permitted in these areas.

11-7-7: SITE PLAN REQUIREMENTS FOR PERMITTED AND CONDITIONAL USES:

C. The following information is to be found on civil engineering pages, separate from the site plan:

1. The location of existing and proposed sanitary sewers, storm drains, water supply mains, irrigation ditches and waterways within the tract and within one hundred feet (100') of the proposed site including the following:

- a. Clearly indicate which improvements are existing and which are proposed.
- b. Location of all valves for pressurized water systems.
- c. Storm drainage facilities. Location, landscape, size and elevations of detention areas; locations, sizes, invert elevations and grate elevations of inlet boxes and manholes; locations, sizes, types, lengths, slopes, and elevations of pipes; locations, type, size, elevations and design details for LID facilities. Show and label elevations of maximum water surface contours in detention or retention areas. Include details of any special structures, including outlet control structures including orifice plate(s).

F. Other items to be included with the site plan submittal (as they apply):

1. Traffic impact study, signed and stamped by a professional engineer, if required by the community development director/city engineer.

2. Storm drainage calculations signed and stamped by a professional engineer (see section 3.01 in the "Public Works Standard Specifications And Drawings Manual" for criteria). These can be submitted on separate eight and one-half inch by eleven inch (8½" x 11") sheets (they do not have to be included on the site plan).

- a. Hydrologic calculations; peak flow calculations for the site (submit all input data, calculations and results).
- b. Hydraulic calculations; capacity calculations for each segment of the pipe system.
- c. Detention calculations.
 - (1) Detention volume requirement, an analysis that identifies the storm whose duration creates the greatest detention volume requirement, given storm duration and stage storage curve and outlet discharge curve.
 - (2) Stage storage curve, generally required only on large detention basins.
 - (3) Outlet discharge curve, generally required only on large detention basins.
 - (4) Orifice calculations showing the allowable discharge rate is not exceeded

d. Low Impact Development Calculations.

- (3) For all developments greater than 1 acre in size, provide calculation of the Project Volume Retention Goal (V_{goal}) as described in the "Storm Water Technical Manual" in Appendix A of the "Public Works Standards Specifications and Drawings"
- (4) Show the V_{goal} volume on the plans.
- (5) For developments in single family residential zones, the MS4 LID Residential Development Fee will be calculated based on this volume, in accordance with the current adopted fee schedule.
- (6) For all other development:
 - a. Provide infiltration, evapotranspiration and bioretention facilities for the full V_{goal} volume in accordance with the requirements of the Storm Water Technical Manual.
 - b. If conditions exist as outlined in the Storm Water Technical Manual that prevent such developments from infiltrating the full volume, a partial retention approach shall be utilized. Whatever volume of water cannot be infiltrated shall be treated using LID practices prior to discharging offsite.
 - c. Provide copies of all checklists and calculations for proposed LID measures specified in the Storm Water Technical Manual

8-6-7 8: PENALTY:

A. The violation of any of the provisions of this chapter shall be a class C misdemeanor and upon conviction, subject to penalty as provided in section 1-4-1 of this code. Each day that a violation occurs shall constitute a separate offense. (Ord. 98-34, 12-15-1998; amd. 2003 Code)

B. If, as the result of the violation of any provision of this chapter, the city or any other party suffers damages and is required to make repairs and/or replace any materials, the cost of repair or replacement shall be borne by the party in violation, in addition to any criminal fines and/or penalties. (Ord. 98-34, 12-15-1998)

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

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

SECTION 4. APPROVED AND ADOPTED by the City Council of Pleasant Grove City, Utah County, Utah, this 21st day of July 2020.

Guy L. Fugal, Mayor

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: _____

Second: _____

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

CERTIFICATE OF POSTING ORDINANCE

Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that copies of the foregoing Ordinance No. _____ was posted in the Daily Herald Newspaper on this ____ day of _____, 2020.

Dated this _____ day of _____, 2020.

Kathy T. Kresser, MMC, City Recorder

RESOLUTION NO. 2020-043

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT WITH UNION PACIFIC RAILROAD TO ALLOW PLEASANT GROVE CITY TO INSTALL A SEWER PIPELINE ACROSS PROPERTY OWNED BY THE RAILROAD AT MILE POST 764.25 ON THE PROVO INDUSTRIAL LD. SUBDIVISION AT OR NEAR THE INTERSECTION OF STATE STREET AND CENTER STREET, PLEASANT GROVE, UTAH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Union Pacific Railroad owns fee title interest in the subject real property; and

WHEREAS, City is political subdivision of the state and is a municipal corporation organized under the laws of the State of Utah; and

WHEREAS, City desires to utilize a portion of the Union Pacific Railroad property for the purpose of installing underground sewer pipe; and

WHEREAS, Union Pacific has determined that such use by City is consistent with the Railroad's current property management policy; and

WHEREAS, Union Pacific is willing to allow said use of their property through a License Agreement; and

WHEREAS, Union Pacific is willing to grant City a license for said use across and under their real property; and

WHEREAS, the City Council of Pleasant Grove City has determined that it is in the best interests of the citizens of the city to enter into said license agreement; and

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

SECTION 1:

The Mayor is hereby authorized to sign the License Agreement with Union Pacific Railroad which is attached as Exhibit A.

SECTION 2:

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 21st day of July, 2020.

Mayor Guy L. Fugal

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: _____ **Second:** _____

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



July 13, 2020
Folder: 03057-51

MARTY BEAUMONT
PLEASANT GROVE CITY, UTAH
323 WEST 700 SOUTH
PLEASANT GROVE UT 84062

Re: Proposed One (1) Underground Eight Inch Plastic Sewer Pipeline Encased In A Sixteen Inch Steel Casing Pipeline Crossing of Railroad Property at Mile Post 764.25 on the Provo Industrial Ld. Subdivision at or near Pleasant Grove, Utah County, Utah

Marty Beaumont:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Jonathan Gargano.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Three Thousand Dollars (\$3,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03057-51 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at jgargano@up.com.

Sincerely,

Jonathan Gargano
Mgr II Real Estate - Track

PIPELINE CROSSING AGREEMENT

Mile Post: 764.25, Provo Industrial Ld. Subdivision
Location: Pleasant Grove, Utah County, Utah

THIS AGREEMENT (“Agreement”) is made and entered into as of July 13, 2020, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **PLEASANT GROVE CITY, UTAH**, to be addressed at 323 West 700 South, Pleasant Grove, Utah 84062 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground eight inch plastic sewer pipeline encased in a sixteen inch steel casing pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Pleasant Grove, Utah County, State of Utah ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated June 22, 2020, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground eight inch plastic sewer pipeline encased in a sixteen inch steel casing pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor an Administrative Handling Charge of **Three Thousand DOLLARS (\$3,000.00)** for clerical, administrative and handling expense in connection with processing this Agreement.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
 Attn: Analyst – Real Estate Utilities (Folder No. 03057-51)
 1400 Douglas Street, MS 1690
 Omaha, Nebraska 68179

If to Licensee: PLEASANT GROVE CITY, UTAH
 323 West 700 South
 Pleasant Grove, Utah, 84062

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

PLEASANT GROVE CITY, UTAH

By: _____

By: _____

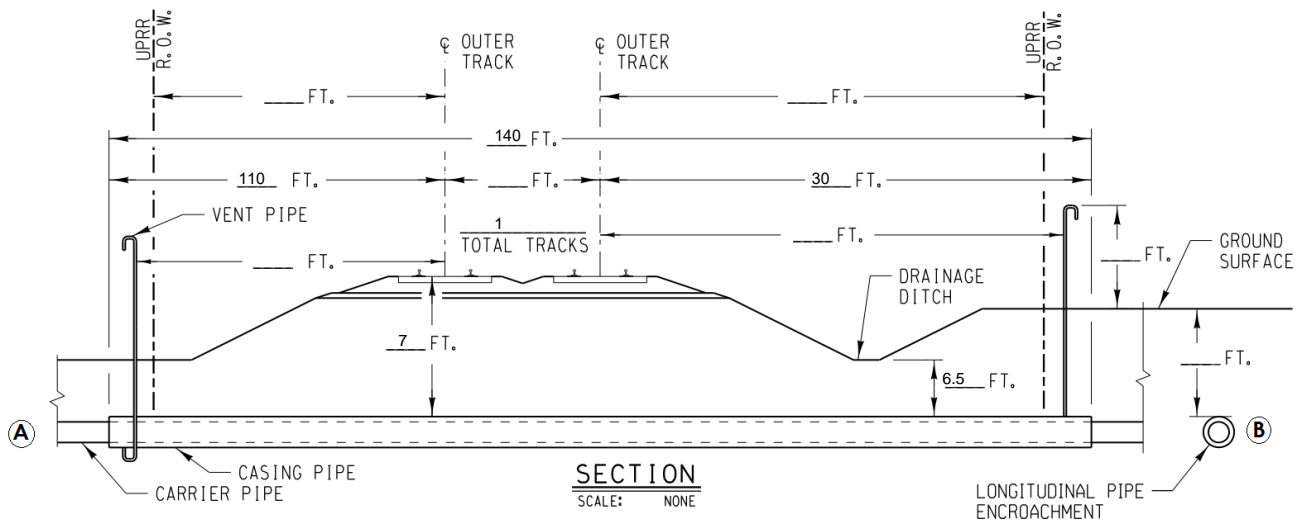
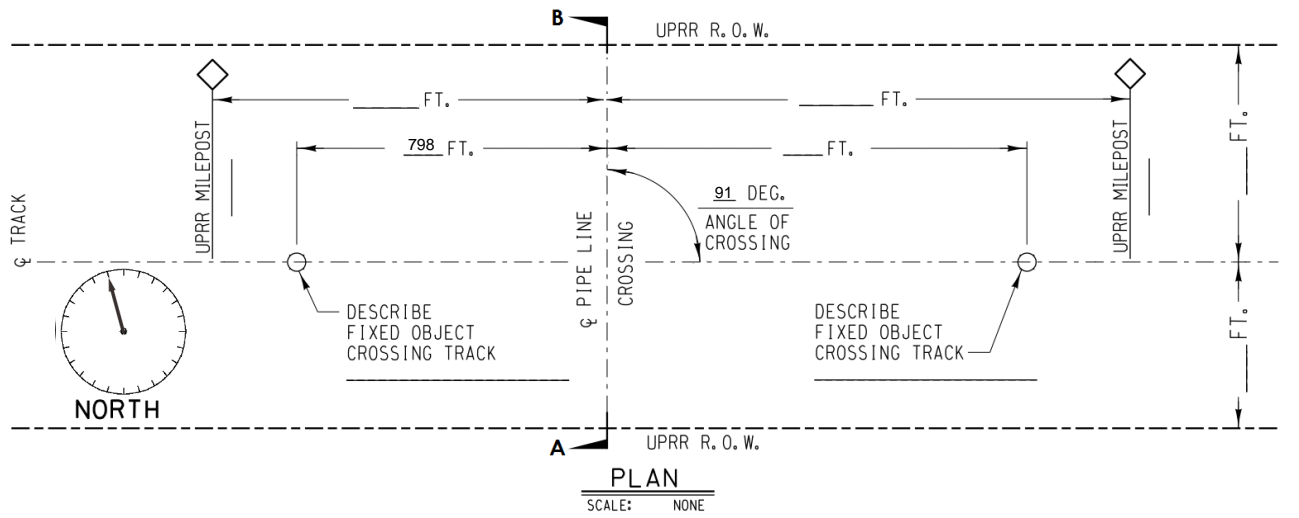
Jonathan Gargano
Mgr II Real Estate - Track

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED SEWER.
OPERATIONAL PRESSURE 10 PSI. MAOP 10 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 80. DIAMETER 8 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 140 FT.
WALL THICKNESS 0.5 IN. DIAMETER 16 IN.
CATHODIC/COATING PROTECTION YES.
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
30 AND 30.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:

TRACK TYPE: INDUSTRY OR SPUR TRACK

M.P.: LAT.: 40.36694444

E.S.M.: LONG.: -111.75444444

NEAREST CITY: COUNTY: STATE:
PLEASANT GROVE UTAH UT

APPLICANT: PLEASANT GROVE CITY, UTAH

FILE NO.: 0305751 DATE: 6/22/2020

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors's then current safety standards located at the below web address ("Licensors's Safety Standards") to ensure uniformity with the safety standards followed by Licensors's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensors if it determines that any of Licensors's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensors's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensors, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensors's operations and work performed by Licensors's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensors shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensors's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensors shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensors's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensors provides such support, Licensors shall invoice Licensee, and Licensee shall pay Licensors as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensors's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensors's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensors' property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensors from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensors, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licenssor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licenssor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licenssor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licenssor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licenssor's requirements. Upon Licenssor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licenssor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licenssor will be at the cost and expense of Licensee. In the event that Licenssor performs any of the Restoration Work, Licensee shall release Licenssor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licenssor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

RESOLUTION NO. 2020-044

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SEWER COLLECTIONS SYSTEM SERVICE AGREEMENT WITH R.H. BORDEN AND COMPANY, LLC FOR SEWER LINE AND MANHOLE INSPECTION AND ASSESSMENT SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City has established that there is a need to evaluate its sewer line and manhole facilities in various areas of the City; and

WHEREAS, the City finds it necessary to engage professional services to assist in the process of performing said study and evaluation; and

WHEREAS, R.H. Borden and Company, LLC are sole source providers for the Sewer Line Rapid Assessment Tool and its supporting software in the State of Utah; and

WHEREAS, R.H. Borden is a Utah Limited Liability Company; and

WHEREAS, the City finds that R.H. Borden has met the criteria to provide services; and

WHEREAS, the City Council finds it to be in the best interests of the citizens of Pleasant Grove City to retain R.H. Borden to provide said services; and

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

WHEREAS, on July 21, 2020, the Municipal Council held a duly noticed public meeting wherein they considered the facts regarding this matter; and

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

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

SECTION 1

1. The Mayor of Pleasant Grove City is hereby authorized to sign the Sewer Collections System Service Agreement with R.H. Borden and company, LLC.

SECTION 2

This resolution is effective immediately.

THIS RESOLUTION APPROVED AND ADOPTED this 21st day of July, 2020 by the City Council of Pleasant Grove City, Utah.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC, City Recorder

Motion: _____ **Second:** _____

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

**R.H. BORDEN
AND COMPANY, LLC**

Independent Manufacturer's Representatives,
Distributors and Consultants

Sewer Collections System Service Agreement
**Data Package for Transmissive Acoustics
and Manhole Inspections**

This agreement made this 8th day of July, 2020 by and between Pleasant Grove Public Works with primary business address of 323 West 700 South, Pleasant Grove Utah 84062 hereinafter referred to as The Customer, and RH Borden and Company, LLC with primary business address of 1659 West Cornerstone Drive, South Jordan, UT 84095, hereinafter referred to as The Provider. These parties jointly are hereinafter referred to as The Parties.

1. The Parties hereby agree to the following:

- a. The Customer will provide to The Provider:
 - i. Permission to open manholes and make assessments. By execution of this agreement permission is hereby granted.
 - ii. A map of all manholes and sewer lines to be assessed including manhole locations and which sewer line segments are to be assessed.
 - iii. Ability to access the desired manhole locations.
 - iv. Traffic Control assistance for roads that are greater than two lanes or with speed limits greater than 30 mile per hour.
- b. The Provider will conduct sewer line inspections using transmissive acoustics for the Customer as follows:
 - i. Sewer line Acoustic Transmissive Inspection services as specified in ASTM F3220 – 17 “Standard Practice for Prioritizing Sewer Pipe Cleaning Operations by Using Transmissive Acoustic Inspection”. These services will be accomplished by using the systems provided by InfoSense, Inc. using equipment known as Sewer Line Rapid Assessment Tools (SL-RAT).
 - ii. A detailed summary of each sewer line assessed including the following:
 - i. Unique Measurement Identification Number
 - ii. Time and Date of Measurement
 - iii. Length of pipe segment measured as measured by available Global Positioning Services (GPS).
 - iv. GPS Location of Transmitter and Receiver at the time of measurement
 - v. Condition of Pipe
 - a. The Condition of the pipe will be reported on a scale including but not limited to a score of 0-10 as shown below:
 - i. 10 = Good - No significant obstructions within the pipe
 - b. 7-10 = Good – Minor impediments within the pipe such as joint offsets, partial sags, protruding laterals, debris, minor grease, and/or minor root fibers and/or other obstructions that could affect the score.
 - c. 4-6 = Impediments within the pipe such as joint offsets, partial sags, protruding laterals, debris, grease, and/or root fibers. Single or multiple occurrences and/or other obstructions that could affect the score.
 - d. 1-3 = Significant impediments within the pipe such as multiple joint offsets, near full pipe sag, multiple protruding laterals, significant debris, significant grease, significant root fibers and/or root balls. Single or multiple occurrences and/or other obstructions that could affect the score.
 - e. 0 = Full pipe sag, single or multiple obstructions within the pipe reaching or nearly reaching the flow and/or other obstructions that could affect the score.
 - iii. The format of the final report shall be provided electronically as CSV, SHP, and KML files.

- c. The Provider will perform a visual manhole inspection for each manhole for Customer as follows:
 - i. Each manhole will be visually inspected and rated as Good, Poor, or Fair for the following attributes:
 - i. Proper seating of manhole lid
 - ii. Condition of manhole collar
 - iii. Condition of overall interior manhole structure
 - iv. Condition of manhole shelf
 - v. Presence of infiltration
 - ii. Data from inspections shall be EITHER directly entered into Customer's asset management software platform OR added as attribute data to the acoustic assessments in CSV, SHP, and KML formats. If the Customer requests data to be directly entered into their asset management system, Customer shall provide all necessary hardware, software and software licensing to Provider to enable this activity.

2. In consideration of the foregoing, The Customer understands that:

- a. The Provider will ensure that all assessment equipment will be used properly, as proscribed by the manufacturer, to collect assessment data.
- b. Provider will follow the acoustic assessment process as specified in ASTM F3220 – 17 as noted above.
- c. Data provided indicates the pipe and manhole condition at the time of measurement and does not include any factors or conditions that arise after the time of the inspection.
- d. Provider does not warrant or otherwise guarantee collection system performance or structural condition.
- e. Customer shall defend, indemnify and hold harmless the Provider, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the Provider or its subcontractors, agents, employees, or affiliates.

3. Customer agrees to pay Provider a fee of \$0.14 per foot assessed with the SL-RAT and \$9.00 per manhole that is visually inspected for assessment services specified herein. The Provider will make reasonable efforts to locate and access all manholes to conduct the inspection. If one or more manholes are buried, unknown, blocked, on private property or for any reason inaccessible, the Provider will skip the assessments of these segments and communicate the manhole status to the Customer. Customer shall then have the option to locate the manholes themselves and relay this information to the Provider to perform the assessments. If the Provider's attendance is requested as the manholes are being located, the Customer agrees to pay a wait fee of \$100.00 per hour while the customer locates and makes the manhole(s) accessible.

4. The Parties agree that this Service Agreement constitutes the entire agreement and understanding between them and supersedes any other written or oral agreement now in place pertaining to this subject. It is understood that this agreement is legally binding upon each Party, their successors and assigns. Any change or modification hereto may only be made in writing and agreed to by an officer or owner of each Party.

In agreement hereof and in recognition that we are authorized to execute agreements for our respective Party, we hereto set our signatures:

RH Borden and Company, LLC

Pleasant Grove City

by _____

by _____

Guy L. Fugal, Mayor

Date _____

Date _____

RH Borden and Company LLC
1659 West Cornerstone Drive
South Jordan, UT 84095 US
jon@rhbordenandcompany.com

Quotation

ADDRESS

Marty Beaumont
Pleasant Grove Public Works
323 west 700 south
Pleasant Grove, Utah 84062

SHIP TO

Marty Beaumont
Pleasant Grove Public Works
323 west 700 south
Pleasant Grove, Utah 84062

QUOTATION # 1211**DATE 07/07/2020****SHIP DATE**

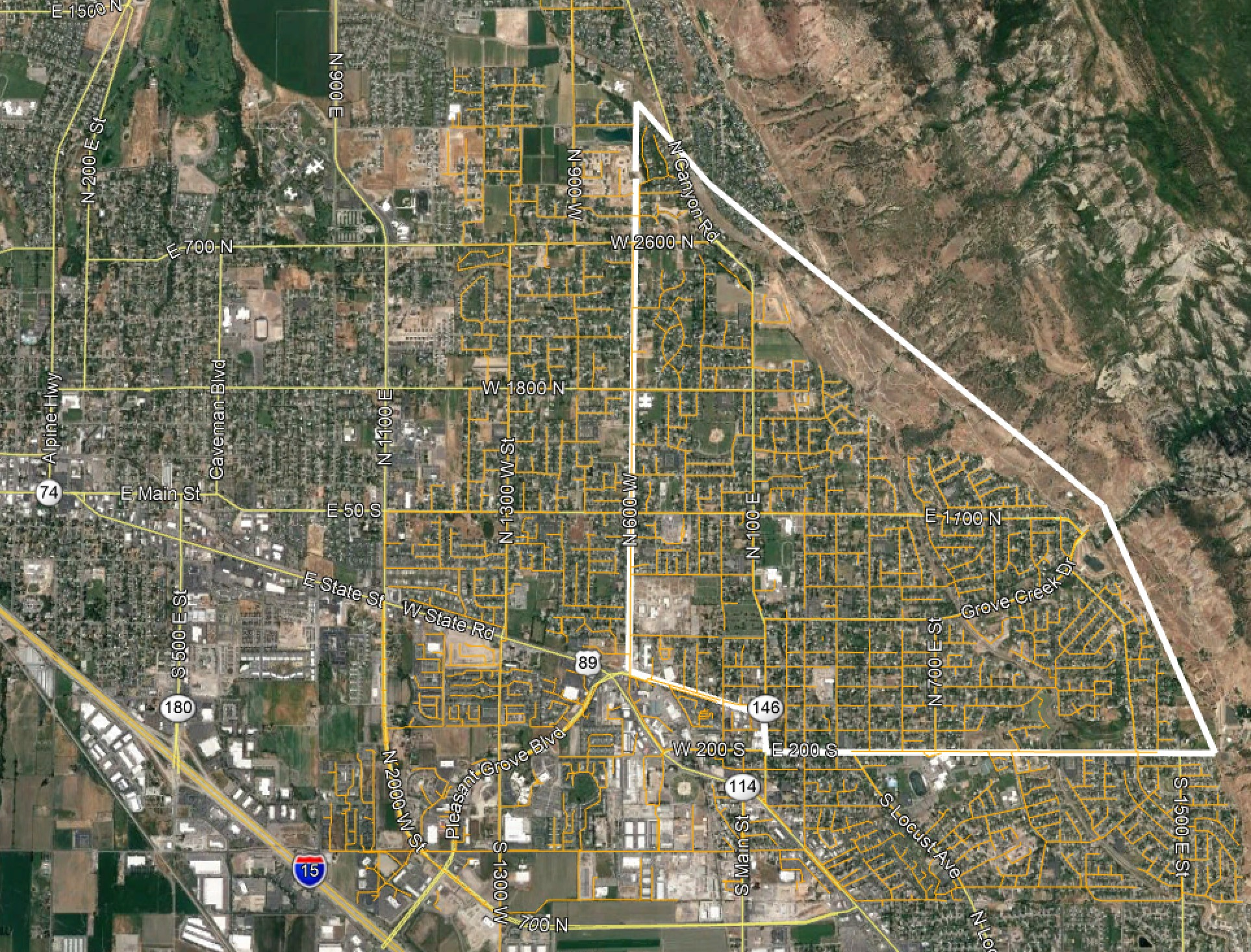
07/31/2020

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2020	Acoustic Assessment Service	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT). Service includes full assessment of designated pipes and delivery of assessment data in csv, shp, and kml formats. Assessments to exclude sewer segments previously assessed. Assessment zone to be east of 600 West and State Street or as otherwise coordinated. Footage not in exceed 250,000	250,000	0.14	35,000.00
07/01/2020	Manhole Inspections	Manholes to be assessed and prioritized based on manhole condition and incorporated into acoustic assessment data set. Manhole assessments will include a 3-point risk scale (Low, Medium, High) across 5 sections of the manhole (Lid, Collar, Main Body, Trough, Overall Condition). Assessment zone to be east of 600 West and State Street or as otherwise coordinated. Manhole count not to exceed 1,400.	1,400	9.00	12,600.00

TOTAL**\$47,600.00**

Accepted By

Accepted Date



RESOLUTION NO. 2020-045

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDED PARTICIPATION AGREEMENT FOR THE UTAH COUNTY OFFICER INVOLVED CRITICAL INCIDENT PROTOCOL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City has been working with Utah County, cities in Utah County, Brigham Young University and Utah Valley University to draft and develop the Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol (the “OICI Agreement”); and

WHEREAS, The purpose of the Agreement is to form a Utah County OICI Task Force to meet the requirements set forth in the Utah State Code (§ 76-2-408) and to provide improved OICI investigations while avoiding conflicts of interest; and

WHEREAS, The Chiefs of Police and County Sheriff agree that there is a county-wide need for Utah County OICI Task Force and that the OICI Agreement is in the best interests of their respective law enforcement agencies to address officer involved critical incidents; and

WHEREAS, on January 21, 2020, the City Council convened its regularly scheduled meeting to ascertain the facts regarding the OICI Agreement, which facts and comments are found in the hearing record; and

WHEREAS, after considering the facts, comments and recommendations presented to the City Council, the Council found that the OICI Agreement furthered the health, safety, and general welfare of the citizens of Pleasant Grove City and authorized the Mayor to execute the OICI Agreement as it was presented; and

WHEREAS, subsequently the protocol was invoked several times throughout Utah County and it was discovered that additional amendments needed to be made; and

WHEREAS, the City Council has reviewed the suggested updates and amendments at the regularly scheduled July 21, 2020 city council meeting and finds that said Agreement is still in the best interests of the health, safety, and general welfare of the citizens of Pleasant Grove City.

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

SECTION 1.

1. Mayor Guy L. Fugal is hereby authorized to execute the Amended OICI Agreement relating to the various cities and law enforcement agencies in Utah County as identified in the Agreement which is attached hereto as Exhibit “A”
2. This resolution is effective immediately.

SECTION 2.

THIS RESOLUTION APPROVED AND ADOPTED this 21st day of July, 2020 by the City Council of Pleasant Grove City, Utah.

ATTEST:

Guy L. Fugal, Mayor
(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: _____

Second: _____

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

Page 7 Under definitions:

- q. Task Force Manager/Commander. The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This/these person(s) is/are nominated and voted on by the Advisory Board. ~~There may be up to three OICI Task Force Manager/Commanders.~~
- r. Utah County Forensic/Evidence Unit. Employees of the Utah County Forensic/Evidence Department trained in the gathering and processing of possible crime scenes or other areas of interest.

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- 23. **Modification.** ~~This Agreement may be modified only by a writing signed by all parties hereto.~~ This Agreement may be modified in the following manner:
 - a. When modifying the intent of any part of this Agreement it shall be done by a writing signed by all parties hereto.
 - b. When making minor modifications that do not change the intent of the Agreement it shall be done by majority vote. Notification to all parties hereto will be made of the minor modification.

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- 30. **Notifications.** Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:
 - a. Intra-department officers as required by the agency's procedures;
 - b. The Employer Agency, if applicable and if not yet aware;
 - c. The ~~Task Force Manager and the~~ County Attorney or designee; and
 - d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

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- 34. **Reports.**
 - A. Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential.
 - B. ~~A Spillman Report Management System Case number will be obtained by the Case Officer, Incident Manager or the Task Force Commander. All reports will be referenced or written directly under the obtained case number.~~
 - C. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident.
 - D. The Case Officer will assemble all individual reports making sure all reports are tied to the Spillman Case number obtained and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval.
 - E. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee.
 - F. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.

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39. Evidence.

- c. Evidence gathered at the scene will be booked and held at the Utah County Sheriff's Evidence facility by the Utah County Forensic/Evidence Unit. Booking procedures outlined by Utah County Forensic/Evidence staff shall be followed.

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41. GRAMA Requests

- a. GRAMA requests as a rule should not be filled until the investigation is concluded. GRAMA requests shall be the responsibility of the Venue Agency and the Utah County Attorney's office. The Venue Agency and the County Attorney's office should consult with one another prior to fulfilling any GRAMA requests. GRAMA rules and regulations shall be followed.

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- d. The OICI Board by vote, may require participating agencies to pay an agreed amount of \$20.00 annually into a fund to be used for training purposes. If there is a vote to collect funds the OICI Board will vote on a participating agency to invoice and hold the monies in an agreed account. An annual accounting of these monies collected and used will be documented and shared with the OICI Board by a Task Force Manager/Commander during a board meeting.

Utah County Law Enforcement Executives

Contractual Agreement for Officer Involved Critical Incident Protocol



Revised July 2020

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UTAH COUNTY
OFFICER INVOLVED CRITICAL INCIDENT TASK FORCE
CONTRACTUAL AGREEMENT

THIS CONTRACTUAL COOPERATION AGREEMENT (“Agreement”) is entered into this 2, day of March 2020, by and between the following higher education, municipal, and government entities for and on behalf of their respective law enforcement agencies: Alpine City, American Fork City, Brigham Young University, (solely for and on behalf of University Police, the remainder of the university being a private entity), Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County for the purpose of facilitating the establishment of the Utah County Officer Involved Critical Incident Task Force hereby now referred to as OICI Task Force. The parties to this Agreement are sometimes referred to collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. UTAH CODE ANN. §76-2-408 (the “OICI Statute”) sets forth requirements for the Investigation of Officer Involved Critical incidents (“OICI”) delineated in the statute.
- B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedures the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.
- C. The Parties have determined that the formation of a Utah County OICI Task Force (hereinafter referred to as “Utah County Task Force” or “OICI

Task Force”) that will serve as the investigating agency for OICI’s that occur in Utah County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.

- D. The Parties have determined that the Utah County OICI Task Force will be governed by the Utah County OICI Protocol established to provide uniform procedures for the investigation of OICI’s.
- E. The utilization of a Utah County OICI Task Force to investigate OICI’s is beneficial to the Parties, the citizens of Utah County and the officers who are involved in OICI’s.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **General Purpose.** The purpose of this Agreement is to form a Utah County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for a Utah County OICI Task Force.
2. **Definitions.**
 - a. Actor. Any person whose act or actions result in an Officer Involved Critical Incident as defined herein.
 - b. Administrative Investigators. Those investigators assigned by the Employer Agency to conduct an administrative investigation of the incident.
 - c. Advisory Board. The Advisory Board that shall govern the administration of the OICI Protocol shall include the County Attorney or designee thereof, two City Attorney’s from Protocol Member Agencies who have been nominated and agreed upon by a majority of the members of the Advisory Board, and a designee from each Protocol Member Agency.
 - d. Case Officer. The OICI Task Force investigator assigned by the incident manager to organize and supervise the collection of reports, and write a comprehensive incident report of the incident and investigation.
 - e. Crime Scene Supervisor. The OICI Task Force investigator assigned by the Incident Manager to supervise the crime scene(s).
 - f. Criminal Investigators. Those investigators assigned by the County Attorney’s Office and the Venue Agency, to conduct a criminal investigation of the incident.
 - g. Employee. Unless otherwise indicated the word “employee” as used herein refers to the following employees of those agencies participating in this OICI Protocol:

- i. Full-time, part-time, and hourly sworn peace officers, whether on or off-duty and acting for a law enforcement or private purpose at the time of the incident.
- ii. Reserve peace officers who, at the time of the incident, are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
- iii. Temporary employees and volunteers, paid or unpaid, who, at the time of the incident are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
- iv. Informants: This OICI Protocol does not intend to create an employer-employee relationship between an informant and any agency participating in this OICI Protocol. For the sole purpose of determining when an Officer Involved Critical Incident has occurred and whether the incident will be investigated, informants are considered employees when they are working under the immediate direction, control, and supervision of a peace officer.
- h. Employer Agency. The agency by whom the police employee involved in the OICI is employed or with which he/she is affiliated. In many cases the Venue Agency will also be the Employer Agency.
- i. Incident Manager. The OICI Task Force investigator assigned by the Task Force Manager/Commander and the Venue Agency Chief to manage the investigation of the incident.
- j. Injured. Any person who is injured by the act or actions of the actor which results in an Officer Involved Critical Incident. When used in this OICI Protocol, the word injured does not imply the existence or commission of a crime or inference of any liability, but is used simply to designate the person or persons injured.
- k. Interview Supervisor. The OICI Task Force investigator assigned by the Incident Manager to organize and supervise the interviews of witnesses and officers involved in the OICI.
- l. Investigating Agency. The OICI Task Force is composed of officers/employees from multiple law enforcement agencies.
- m. Officer Involved Critical Incident. An incident which occurs in any city, town, or unincorporated area of Utah County and involves any employee of the Protocol Member Agency and includes but is not limited to the following:
 - 1) The use of a dangerous weapon by an officer against a person that causes injury to any person;
 - 2) Death or serious bodily injury to any person, except the Officer, resulting from the use of a motor vehicle by an officer while on duty, or use of a government vehicle while the officer is off duty;
 - 3) The death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person's death.
 - 4) Death or serious bodily injury to a person resulting from the efforts of an officer attempting to prevent a person's escape from custody, make an arrest, or otherwise gain physical control of a person; and

- 5) The use of deadly force by an officer against a person that causes damage to property but not death or serious bodily injury. However, in this situation, unless the Venue Agency Chief or the County Attorney request an investigation, none will be performed.
- n. OICI Protocol: the procedure and rules governing the Protocol Member Agencies' responses to OICI's as outlined in this Agreement.
 - o. Protocol Member Agency. Any law enforcement agency operating in Utah County and which has committed to participation in this OICI Protocol.
 - p. Task Force Command. Advisory Board and designated Task Force Manager/Commander.
 - q. Task Force Manager/Commander. The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This/these person(s) is/are nominated and voted on by the Advisory Board.
 - r. Utah County Forensic/Evidence Unit. Employees of the Utah County Forensic/Evidence Department trained in the gathering and processing of possible crime scenes or other areas of interest.
 - s. Venue Agency. The agency or agencies within whose geographical jurisdiction the incident occurs.
3. **Utah County OICI Task Force Jurisdiction.** The OICI Task Force shall have jurisdiction throughout Utah County to investigate OICI's. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to investigate OICI's that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.
4. **Property Acquisition.** No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
5. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.
6. **Counterparts.** This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.
7. **Binding Agreement.** This Agreement shall be binding upon and shall insure to the benefit of the successors and assigns of the respective Parties hereto.
8. **Captions, Recitals.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or

provisions of this Agreement or the intent hereof. The recitals form an integral part of this Agreement and are hereby incorporated.

9. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
10. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).
11. **Notice.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and the Party's legal office; (b) personally delivered; or (c) sent by certified United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.
12. **Governmental Immunity.** All Parties, or their respective law enforcement agencies or departments are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party, or their respective law enforcement agencies or departments shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party, or their respective law enforcement agencies or departments waives any defenses or limits of liability available under the Act and other applicable law. All, or their respective law enforcement agencies or departments Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
13. **Ethical Standards.** The Parties to this Agreement each represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of any of the Parties; (b)

retained any person to solicit or secure participation in this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.

14. **Assignment.** No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.
15. **Responsibility for OICI Task Force Members.** Each Protocol Member Agency shall fund all salaries, benefits, and other obligations for its employees assigned to the OICI Task Force.
16. **Insurance.** Each Protocol Member Agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each Protocol Member Agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.
17. **Effective Date.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.
18. **Term.** The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.
19. **Termination by Any Party.** Any Party to this Agreement may terminate its involvement with the OICI Task Force and this Agreement at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board in care of the Utah County Attorney, 100 East Center Street, Suite 2100 Provo, Utah 84606. and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.
20. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Fourth

Judicial District Court of Utah County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

21. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

22. **Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

23. **Modification.** This Agreement may be modified in the following manner:

- a. When modifying the intent of any part of this Agreement it shall be done by a writing signed by all parties hereto.
- b. When making minor modifications that do not change the intent of the Agreement it shall be done by majority vote. Notification to all parties hereto will be made of the minor modification.

24. **Additional Parties.** Any entity within Utah County which is subject to the provisions of the OICI Statute, and who is not an original party to this Agreement, may apply in writing to become a Party to this Agreement. The applicant shall become a Party to this Agreement upon (a) the approving vote of at least seventy-five (75) percent of the members of the Advisory Board; and (b) the approved applicant's execution and delivery of a counterpart of this Agreement whereby under the approved applicant agrees to be bound by all of the terms and conditions of this Agreement. Subject to the foregoing, the Parties' formal amendment to this Agreement for the purposes of admitting an applicant as an additional Party shall be unnecessary.

25. **Invocation of the OICI Protocol.**

This protocol is effective immediately upon the occurrence of an Officer Involved Critical Incident.

- i. In the event of an Officer Involved Critical Incident as defined by UCA 76-2-408, this OICI Protocol is automatically effective.
- ii. The Venue Agency Chief shall immediately notify the County Attorney's Office of an Officer Involved Critical Incident.
- iii. The Venue Agency is required to immediately contact the Task Force Manager/Commander indicating the OICI Protocol has been invoked.
- iv. The Venue Agency Chief, the Utah County Attorney, and the Task Force Manager shall:
 - 1) Jointly designate the task force personnel to investigate the Officer Involved Critical Incident; and

- 2) Designate which law enforcement agency is the lead investigative agency, if the Officer Involved Critical Incident involves multiple investigations.
- v. The lead investigating agency may not be the law enforcement agency employing the officer who is alleged to have caused or contributed to the Officer Involved Critical Incident.
- vi. Optional: Each Protocol Member Agency, when acting in the capacity of a Venue Agency or Employer Agency, may request activation of the OICI Protocol upon the occurrence of any Officer Involved Critical Incident involving an employee. The Task Force Command will consider the circumstances of the incident when determining whether or not to invoke the OICI Protocol. Upon this optional invocation, the matter will be investigated under the provisions of the OICI Protocol.
- vii. This section does not preclude the Employer Agency from conducting an internal administrative investigation.

26. Investigative Agencies, Formats and Responsibilities. To properly recognize and accommodate the various interests and the various rules of law which may be involved in an incident, investigations may be performed under two separate investigative formats: the criminal investigation and the administrative investigation.

27. Criminal Investigation.

- a. A criminal investigation that commences pursuant to the invocation of this OICI Protocol has priority over any parallel administrative investigation and will begin immediately following the incident for which this OICI Protocol is invoked.
- b. The criminal investigation of an Officer Involved Critical Incident commences with the invocation of this OICI Protocol, whether that invocation occurs automatically or at the direction of the Venue Agency Chief. Upon the invocation of this OICI Protocol the Venue Agency Chief and the Task Force Manager will select an Incident Manager. Such selection will be from a list of investigators constituted and maintained by Protocol Member Agencies. The selection of an Incident Manager may be made without respect to the rank or title of other investigators on the list who may also be asked to participate in the investigation.
- c. The Venue Agency Chief or his/her designee and the Task Force Manager/Commander shall inform the Incident Manager of the facts of the Officer Involved Critical Incident. The Incident Manager shall then assemble a task force of additional investigators of sufficient numbers to thoroughly and properly investigate the incident for which the OICI Protocol has been invoked. The selection of additional investigators by the Task Force Manager/Commander and the Incident Manager shall also be from the list of specifically designated employees constituted and maintained by Protocol Member Agencies.
- d. Among those investigators selected to constitute the OICI Task Force conducting the criminal investigation there shall be one representative of the Employer Agency. The Incident Manager shall not be from the Employer Agency. One

Deputy Utah County Attorney shall also be designated a member of the OICI Task Force by the Incident Manager as well an investigator from the Utah County Attorney's Office.

28. Venue Determination.

- a. When an Officer Involved Critical Incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency and the respective Venue Agency Chiefs shall jointly appoint the Incident Manager.
- b. When an Officer Involved Critical Incident occurs on the boundary of two jurisdictions, or under circumstances that make determination of the Venue Agency difficult or places venue in dispute the Venue Agency shall be:
 - i. The Employer Agency if the Actor is employed by either boundary agency;
 - ii. Both boundary agencies if Actors are employed by both; or
 - iii. The agency which has the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the incident occur within its jurisdiction.
 - iv. The Advisory Board shall be the authority to resolve any Venue Agency investigative issues.
- c. Custodial deaths:
 - i. A subject who dies in police or corrections custody falls under the Protocol. If the death was anticipated and the result of a medical condition under the care of a physician, it will be considered an attended death and the OICI Task Force should not respond in accordance with UCA §76-2-408.
 - ii. If the death occurred at a correctional facility, police agency building, or holding area, the Venue Agency is the agency having control of the facility, building, or holding area.
 - iii. If the death occurred outside a correctional facility, the agency having jurisdiction in the area will act as the Venue Agency. The Employer Agency would be the agency that had custody of the subject. Using this scenario, the Venue Agency and employer agency could be the same.
 - iv. Custodial Death Scenes: When an incident occurs in a correctional facility, holding facility or other location and other inmates may be witnesses, those inmates should be identified, and if possible, separated, pending interviews by OICI Task Force investigators.

29. Scene Security.

- a. The Venue Agency is responsible for immediately securing the scene of an Officer Involved Critical Incident. This responsibility includes the preservation and integrity of the scene(s) and its contents, access, control, and the identification and sequestration of witnesses. Responsibility for scene security may change as the investigation continues and the Incident Manager assumes responsibility for the criminal investigation. If, in the judgment of the senior representative of the Venue Agency, weather, or other factors make it imperative

that evidence collection begins prior to the designation of the Incident Manager and constitution of the investigative team, such steps may be taken at the direction of and under the supervision of that representative of the Venue Agency.

- i. The following crime scene procedures and priorities will be observed as fully as circumstances permit:
 - 1) The scene shall be controlled to prevent further injury or criminal activity.
 - 2) Emergency life saving measures have first priority.
 - 3) Injured persons transported to a hospital will be accompanied, in the same vehicle if possible, by a police officer from the Venue Agency who will:
 - (a) Identify, locate, preserve, and take custody of physical evidence which may leave the scene with the injured person.
 - (b) Note and record as accurately as possible any spontaneous or excited utterances or statements which would describe the person's previous mental or physical state or any dying declaration.
 - (c) Maintain custody of the injured person if that person has been arrested.
 - (d) Provide information as may be known, which is necessary for the medical treatment of the injured person.
 - (e) Coordinate and communicate as necessary with investigators at the scene.
 - (f) Provide all information acquired to the Crime Scene Supervisor or Incident Manager.
 - 4) If a firearm or other deadly instrument was used in the Officer Involved Critical Incident, procedures at the scene shall be as follows:
 - (a) If the area is secure, loose firearms or other deadly instruments shall be left in place and undisturbed until removal is directed by the Crime Scene Supervisor or Incident Manager.
 - (b) If the area is not secure the senior representative of the Venue Agency shall decide whether any loose firearms or deadly instruments can be safely left in place or whether immediate removal is necessary. If it is determined that the item or items must be removed immediately all efforts shall be made to photograph the item in place and establish its location with reference to other fixed points.
 - (c) If any officer still has personal possession of a firearm discharged in the course of an Officer Involved Critical Incident, the senior representative present of the Venue Agency shall assign a peer support officer to the officer that discharged his/her firearm to insure the evidentiary value of the weapon is not compromised. When appropriate as deemed by the Venue Agency, and for safety and evidentiary purposes, the firearm, holster/case and duty belt may be taken as a unit without removing the firearm from the holster/case. As deemed appropriate by the Employer Agency, the involved officer may

be given a replacement firearm and duty belt as soon as practical. The items taken shall be immediately secured in a manner consistent with their preservation as items of evidence. The items shall be so maintained until further disposition is ordered by the Crime Scene Supervisor or Incident Manager. The Venue Agency representative to whom the firearms are surrendered shall document facts pertinent to the collection of the items, specifically the make and caliber of the firearm, the person from whom it was received, the item's location at the time it was received, the condition of the item and an indication of how it was used in the incident under investigation. Unless necessary for safety, no attempt shall be made to change the condition of the firearm at the time of its surrender. It shall not be unloaded nor cleared of a jam. The firearm may be made safe to handle by lowering the hammer or putting on the safety so long as those actions taken to make the firearm safe are documented fully by the person taking the actions.

- 5) Law Enforcement Employee Clothing: As deemed appropriate by the Incident Manager, Crime Scene Supervisor, or Interview Supervisor, any officer who discharged a firearm during the course of an Officer Involved Critical Incident, may be required to surrender his or her uniform and any outer-wear worn during the time of the incident.
- 6) Recording Devices (any device designed to capture audio, video or photographic data or images, including but not limited to body cameras, dash cameras, video cameras, cameras, cell phones, audio recorders, etc.) shall be handled in accordance with the following:
 - (a) If any involved or witness officer(s) has personal possession of a recording device during the course of an Officer Involved Critical Incident, the on-scene supervisor or senior representative of the Venue Agency, will insure the recording device is made available to the Incident Manager or his/her representative upon arrival or as soon as practical.
 - (b) The supervisor or senior representative of the Venue Agency will not review any recordings made on the device unless necessary for the safety of others (any review of a recording device may change the recording's metadata).
 - (c) At a minimum the supervisor or senior representative of the Venue Agency shall document the collection of the recording device, including the make and model of the recording device, the person from whom it was received, the time and location it was received, the condition of the device and an indication of how it was used in the incident under investigation.
 - (d) The supervisor or senior representative of the Venue Agency, prior to reviewing or downloading the device's contents, will release the device

to the Incident Manager or his/her representative. The Incident Manager (or his/her designee) will download or oversee the download of the contents of the recording device and will provide a copy of the downloaded contents to the Venue Agency as soon as practicable. When practical the recording device will be maintained by the Incident Manager until further disposition is ordered by the County Attorney or his/her designee.

7) Other evidence and the identity of all witnesses shall be preserved.

30. Notifications. Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:

- a. Intra-department officers as required by the agency's procedures;
- b. The Employer Agency, if applicable and if not yet aware;
- c. The County Attorney or designee; and
- d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

31. Appointment of Investigators by Protocol Member Agency.

- a. Each Protocol Member Agency shall designate at least one of its most experienced criminal investigators to be available to participate in the investigation of an Officer Involved Critical Incident. A list of those officers so designated shall be maintained by the Task Force Manager/Commander and be updated semi-annually. A copy of the list shall be provided to each Protocol Member Agency and it is from this list that the Venue Agency Chief and Task Force Manager/Commander shall designate the Incident Manager and from which the task force conducting the criminal investigation of any Officer Involved Critical Incident shall be assembled.
- b. When assembling the OICI Task Force Investigative team for an OICI, the Venue Agency and the Task Force Manager/Commander will, in an effort to avoid creating too much work load for any one agency, take into consideration the number of investigators assigned from any one Protocol Member Agency.
- c. In designating investigators to be listed as available to participate in an Officer Involved Critical Incident investigation, Protocol Member Agencies should consider the following qualifications, characteristics, and attributes of those designated:
 - i. Experience in homicide investigations as well as other crimes against persons.
 - ii. The ability to effectively interview people of various backgrounds including police officers.
 - iii. Good working knowledge of physical evidence collection and preservation techniques and an appreciation of the use and limitations of scientific evidence.

- iv. Good knowledge of police operational procedures and the criminal justice system.
- v. Excellent report writing and communication skills.
- vi. Good organizational and supervisory skills.
- vii. Respected professionally by those whom he or she works for being competent, thorough, objective, fair, and honest.
- viii. Ability to both participate in and direct a complicated investigation.

32. Transporting, Sequestering, and Interviewing Officers in an OICI.

- a. Officers who were present at the scene at the time of an Officer Involved Critical Incident, whether as Actors or witnesses, will be relieved of their duties at the scene as promptly as possible and shall be sequestered at their own police station unless other suitable and agreeable arrangements are made for them. Officers from the Venue Agency not involved in the OICI shall be assigned to accompany officers involved in the OICI and remain with them to ensure their privacy, accommodate their needs, and preserve the integrity of each witness officer's report as they may be gathered later. It is highly recommended that certified peer support officers be used during this time.
- b. If circumstances prohibit the removal of all officers involved in the OICI from the scene at one time, those officers who can be identified as Actors as defined herein should be relieved first.
- c. OICI Task Force investigators, witnesses and officers involved in the OICI should be allowed to contact spouses and family members and should be encouraged to relax. Officers involved in the OICI are allowed legal assistance and/or representation prior to and during interviews.
- d. Generally speaking, involved officers will not be interviewed for at least forty-eight hours after the incident in order to provide the best opportunity for recall (two sleep cycles). The involved officer's interview will be transcribed and serve as the officer's report.

33. Video Evidence.

- a. If an Officer Involved Critical Incident is captured on video, the review of this video by the officer is permitted prior to any report writing or interviews. Prior to the involved officer reviewing the video, the task force investigator will read the following advisory:
 - i. Video Advisory:

"You are about to view a camera recording of a use-of-force event. Understand that while this recording depicts visual information from the scene, the human eye and brain are highly likely to perceive some things in stressful situations differently than a camera records them, so this photographic record may not reflect how the involved officer actually perceived the event.

The recording may depict things that the officer did not see or hear. The officer may have seen or heard things that were not recorded by the camera. Depending on the speed of the camera, some action elements may not have been recorded or may have happened faster than the officer could perceive and absorb them. The camera has captured a 2-dimensional image, which may be different from an officer's 3-dimensional observations. Lighting and angles may also have contributed to different perceptions. And, of course, the camera did not view the scene with the officer's unique experience and training.

Hopefully, this recording will enhance your understanding of the incident. Keep in mind, though, that these video images are only one piece of evidence to be considered in reconstructing and evaluating the totality of the circumstances. Some elements may require further exploration and explanation before the investigation is concluded."

34. Reports.

- A. Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential.
- B. A Spillman Report Management System Case number will be obtained by the Case Officer, Incident Manager or the Task Force Commander. All reports will be referenced or written directly under the obtained case number.
- C. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident.
- D. The Case Officer will assemble all individual reports making sure all reports are tied to the Spillman Case number obtained and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval.
- E. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee.
- F. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.

35. Equipment. Each member of an OICI Task Force will provide equipment as requested by the Incident Manager whether or not officers from that department are involved in either the criminal or administrative investigation. Officers from the department providing equipment may retain custody and operation of the equipment if it appears the interests of the investigation will be served.

36. Autopsy.

- a. At least one member of the OICI Task Force shall be assigned by the Incident Manager to attend the autopsy. Protocol Member Agencies investigators involved in the OICI, including the administrative investigators, may also attend.
- b. The OICI Task Force investigator assigned to attend the autopsy will brief the medical examiner prior to the post mortem examination. This briefing will be as complete as possible.

37. County Attorney's Office.

- a. The County Attorney's Office has the following roles in Incident Investigations:
 - i. With the Venue Agency Chief and the Task Force Manager/Commander jointly designate the task force personnel to investigate the Officer Involved Critical Incident.
 - ii. Assign at least one attorney from the Utah County Attorney's Office and at least one investigator from the Utah County Attorney's Office to the OICI Task Force.
 - iii. Participate co-equally with other members of the OICI Task Force performing the criminal investigation.
 - iv. Assist and advise the task force on the various criminal law issues which may arise during the investigation.
 - v. The County Attorney's Office will strive to complete its report and findings within two weeks of the completion of the Protocol Investigation. However, this cannot be guaranteed, depending on the complexity of the incident.
 - vi. Upon completion of the criminal investigation, analyze the facts of the incident as well as the relevant law to determine if criminal laws have been violated. If so, prosecute as appropriate or arrange for a special prosecutor.
 - vii. The County Attorney has his or her own independent investigative authority. When deemed appropriate, the County Attorney may conduct an independent investigation of an Officer Involved Critical Incident separate but simultaneous with any other investigation.

38. Employer Agency Administrative Investigation.

- a. This OICI Protocol recognizes the need of the administrative investigators to acquire information about the Incident for the following non-criminal purposes:
 - i. Internal Affairs and determination of whether or not employees have violated department policy or regulation.
 - ii. Agency improvement and determination of whether or not department policies, procedures, programs, equipment, and training are adequate.
 - iii. Acquiring sufficient information concerning an Officer Involved Critical Incident to appropriately inform its parent governmental body and be responsive to the public and the news media.
 - iv. To adequately address claims for damages and prepare for civil litigation that may be initiated by or against the Employer Agency.

- b. While both the criminal and administrative investigations are important and should be aggressively pursued, investigative conflicts between the two formats shall be resolved by allowing the criminal investigation to have priority. It is intended that this prioritization will preclude competition between the two investigative formats for access to witnesses, physical evidence, and the involved parties and will prevent the criminal investigation from being compromised by an untimely exercise of the Employer Agency's control of the scene, evidence, or witnesses.
- c. The initiation of an administrative investigation and the extent of that investigation is solely the responsibility of the Employer Agency. If an administrative investigation is being conducted, the Employer Agency should immediately assign administrative investigators upon being notified of the Officer Involved Critical Incident. Administrative investigators will be identified to the Incident Manager at the earliest possible opportunity. In addition to gathering information for the Employer Agency, it is anticipated that administrative investigators will act as a liaison between the Incident Manager and the Employer Agency even if no actual investigation is being conducted by the Employer Agency.
- d. Interview statements, physical evidence, toxicology test results, and investigative leads which are obtained by administrative investigators by ordering police employees to cooperate shall not be revealed to criminal investigators without the prior approval of the County Attorney following a determination of need and evaluation of the applicable law.
- e. The Incident Manager will periodically brief the administrative investigators on the progress of the criminal investigation. The administrative investigators will have access to briefings, the incident scene, physical evidence, and witness statements. Unless, for good reason it is determined otherwise, the County Attorney's Office will provide to the Employer Agency his or her findings of fact and a complete copy of the case file prepared by the task force investigators. A copy of the County Attorney's findings of fact will also be provided to the Incident Manager.

39. Evidence.

- a. Evidence gathered at the scene will be booked and held at the Utah County Sheriff's Evidence facility by the Utah County Forensic/Evidence Unit. Booking procedures outlined by Utah County Forensic/Evidence staff shall be followed.

40. Report Writing.

- a. The Incident Manager will decide which investigator is responsible for a particular report. OICI Task Force investigators should not write more than one report on an interview or event, regardless of the number of interviews involved. OICI Task Force investigators are responsible for the final report of the Task Force investigation. Prior to submitting a law enforcement (employee) interview report, the interviewed employee should have the opportunity to review the report. All

OICI Task Force investigators shall coordinate with the Task Force Manager/Commander to write a final report which documents their participation in the investigation.

- b. Prompt completion and distribution of reports is essential. All agencies and investigators will strive for report completion and distribution as soon as possible while ensuring all information is obtained accurately prior to completion.

41. GRAMA Requests.

- a. GRAMA requests as a rule should not be filled until the investigation is concluded. GRAMA requests shall be the responsibility of the Venue Agency and the Utah County Attorney's office. The Venue Agency and the County Attorney's office should consult with one another prior to fulfilling any GRAMA requests. GRAMA rules and regulations shall be followed.

42. News Media Relations.

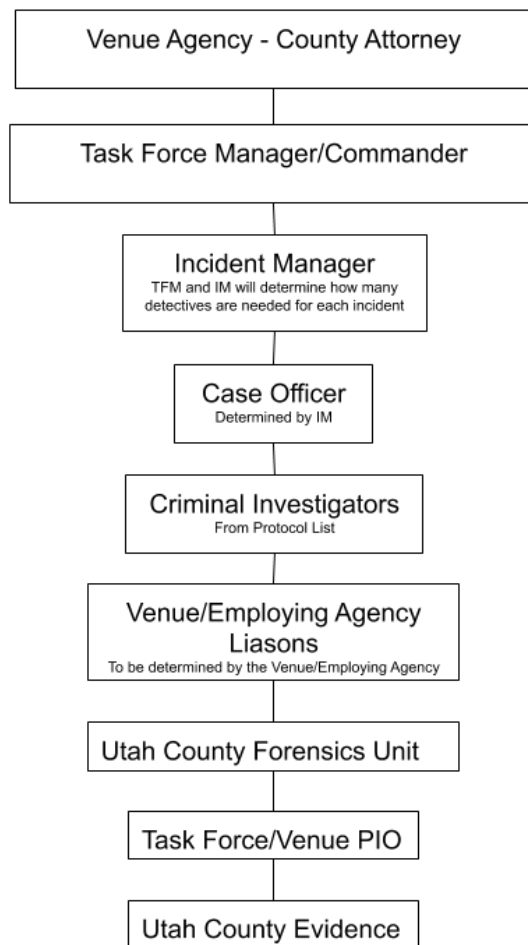
- a. The interests of the news media must be balanced with the requirements of the investigation and with the rights of the involved individuals.
- b. While any agency cannot be prohibited from making statements to the news media about an incident, these guidelines are established:
 - i. The Venue Agency Chief or designee has the responsibility for making press releases about the Incident and its investigation until such time as the matter is referred to the County Attorney's Office.
 - ii. The Incident Manager will provide the Venue Agency with information from which a press release can be made.
 - iii. Other participants in the investigation should refrain from making separate press releases or discussing the investigation with the press. If the Employer Agency is not also the Venue Agency, fewer problems will arise, especially at the early stages of the investigation, if the Employer Agency limits its comments to information which has been cleared for release by the Venue Agency.

43. Reporting to Board and Training.

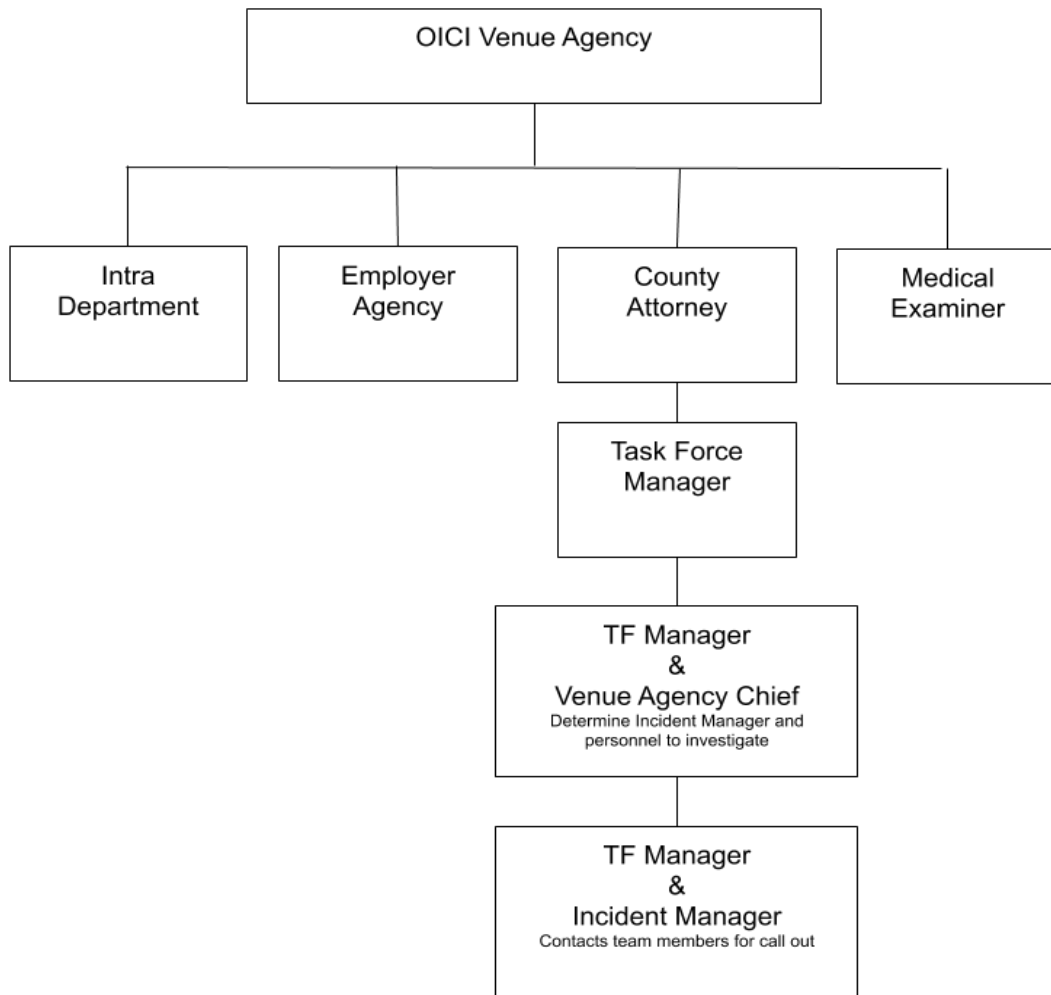
- a. The Task Force Manager/Commander(s) will report to the Advisory Board once per quarter at the monthly Chief Law Enforcement Executives meeting. This report will include but not be limited to, ongoing investigations, training held and to be held for team members, personnel issues and other needs.
- b. The Task Force Manager/Commander(s) will hold quarterly training for OICI Task Force members on; policy, investigative techniques, best practices, court findings and other necessary matters.
- c. OICI Task force members are required to attend two of the four trainings, however it is preferred that 100% attendance is maintained.

- d. The OICI Board by vote, may require participating agencies to pay an agreed amount of \$20.00 annually into a fund to be used for training purposes. If there is a vote to collect funds the OICI Board will vote on a participating agency to invoice and hold the monies in an agreed account. An annual accounting of these monies collected and used will be documented and shared with the OICI Board by a Task Force Manager/Commander during a board meeting.

44. OICI Protocol Organizational Flow Chart



45. Callout Flow Chart



IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the **“Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol”** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

City of Alpine

By _____

Its _____

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City of American Fork

By_____

Its_____

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Brigham Young University

By _____

Its _____

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City of Highland

By_____

Its_____

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City of Lehi

By_____

Its_____

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City of Lindon

By_____

Its_____

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City of Mapleton

By_____

Its_____

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City of Orem

By_____

Its_____

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City of Payson

By _____

Its _____

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City of Pleasant Grove

By _____

Its _____

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City of Provo

By _____

Its _____

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City of Salem

By _____

Its _____

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City of Santaquin

By_____

Its_____

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City of Spanish Fork

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Its_____

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City of Saratoga Springs

By_____

Its_____

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City of Springville

By_____

Its_____

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Utah County Attorney's Office

By _____

Its _____

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Utah County Sheriff's Office

By _____

Its _____

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Utah Highway Patrol

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Utah Transit Authority

By _____

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Utah Valley University

By _____

Its _____

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Utah Department of Corrections/Adult Probation and Parole

By_____

Its_____

July 2020



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1 Curbside Recycle pickup North Route	2	3 Independence Day Holiday. City offices are closed	4 
5	6	7 City Council Work Session 4:30 pm City Council Meeting 6:00 pm	8 Curbside Recycle pickup South Route	9 Planning Commission Meeting 7:00 pm	10	11
12	13	14	15 Curbside Recycle pickup North Route	16	17	18
19	20	21 City Council Work Session 4:30 pm City Council Meeting 6:00 pm	22 Curbside Recycle pickup South Route	23 Planning Commission Meeting 7:00 pm	24 Pioneer Day City offices are closed 	25
26	27	28	29 Curbside Recycle pickup North Route	30	31	1
2	3	Notes				

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-13100 ACCTS REC.- CITY EMPLOYEES							
4614	L.N. CURTIS & SONS	399824	PD/PERSONAL SUPPLIES	06/24/2020	364.07	.00	
7505	SKAGGS COMPANIES, IN	450A245092	PD/PERSONAL SUPPLIES	06/23/2020	132.00	.00	
7505	SKAGGS COMPANIES, IN	450A45881	PD/PERSONAL SUPPLIES	02/26/2020	20.00	.00	
9131	VERIZON WIRELESS	9857784437	PD/PERSONAL SUPPLIES	07/01/2020	300.00	.00	
10-15820 SDA EXPENSE ACCOUNT							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	119.72	.00	
10-21355 CASH BONDS (NEW)							
5007	LYNN FAUSETT CONSTR	07152020	CASH BOND RELEASE FOR LIGHTI	07/15/2020	1,580.00	.00	
10-24260 AMER. FAMILY LIFE PAYABLE							
9288	WASHINGTON NATIONAL	2033657	INSURANCE PREMIUM	07/01/2020	346.75	.00	
10-24300 COURT CHARGES CLEARING-35%							
9003	UTAH STATE TREASURE	06302020	COURT/STATE MONIES	06/30/2020	1,399.54	.00	
10-24302 COURT SECURITY SURCHARGE-STATE							
9003	UTAH STATE TREASURE	06302020	COURT/STATE MONIES	06/30/2020	2,961.20	.00	
10-24305 COURT CHARGES CLEARING-85%							
9003	UTAH STATE TREASURE	06302020	COURT/STATE MONIES	06/30/2020	4,446.29	.00	
10-24310 BUILDING FEES CLEARING							
7918	STATE OF UTAH	06302020	COM DEV/BUILDING PERMIT FEE	06/30/2020	952.38	.00	
10-24403 EMPLOYEE RESPONSBLTY CLEARING							
5748	OFFICE OF RECOVERY S	07032020	BILLIE JOE ALLGOOD	07/03/2020	69.23	.00	
10-34-280 AMBULANCE FEES							
3350	GOLD CROSS SERVICES	2255	AMB/BILLING SERVICES	06/30/2020	2,208.95	.00	
8813	UTAH DEPT OF HEALTH	20H5001248	AMBULANCEE ASSESSMENT 2020	07/10/2020	4,021.96	.00	
Total :					18,922.09	.00	
JUDICIAL							
10-42-240 OFFICE EXPENSE							
2122	CULLIGAN BOTTLED WA	465X14246609	JUDICIAL/DRINKING WATER	06/30/2020	27.60	.00	
10-42-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	JUDICIAL/PHONE EXPENSE	07/01/2020	125.96	.00	
Total JUDICIAL:					153.56	.00	
NON-DEPARTMENTAL							
10-43-220 PRINTING AND PUBLICATION							
2234	DAILY HERALD	06272020	NOTCES	06/27/2020	957.42	.00	
3151	FREEDOM MAILING SER	38576	NEWSLETTERS	07/07/2020	98.80	.00	
8730	UPPER CASE PRINTING,	16000	NEWSLETTER PRINTING	07/01/2020	1,109.76	.00	
10-43-310 LEGAL SERVICES							
6011	PATTEN, K. SHAWN, LC	06302020	LEGAL SERVICES	06/30/2020	2,358.34	.00	
10-43-370 EMPLOYEE ASSISTANCE							
988	BLOMQUIST HALE CONS	20159	MONTHLY FEES	07/01/2020	475.60	.00	
10-43-385 SPECIAL EVENTS							
3950	HONEY BUCKET	551620058	4TH OF JULY FIREWORKS	07/03/2020	822.56	.00	
10-43-610 MISCELLANEOUS EXPENSE							
3151	FREEDOM MAILING SER	38576	EXTRA INSERTS	07/07/2020	87.82	.00	
10-43-619 COVID2019							
8219	TEXTILE TEAM OUTLET	2070	GEN GOV/MASKS	07/07/2020	268.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-43-760 TECHNOLOGY							
343	AMERICAN FORK CITY	2180403	DARK FIBER LEASE	07/01/2020	250.00	.00	
1480	CENTRACOM INTERACTI	07022020	INTERNET SERVICE	07/01/2020	755.00	.00	
4092	iCONNECT STRATEGIES,	200701	WEBSITE RETAINER AGREEMENT	06/30/2020	1,020.50	.00	
7070	ROCK MOUNTAIN TECHN	2734	CUSTOM SERVICE AGREEMENT	07/01/2020	5,988.90	.00	
8856	UTAH COUNTY AUDITOR	07102020	EVERBRIDGE SOFTWARE	07/10/2020	1,925.46	.00	
8856	UTAH COUNTY AUDITOR	48095	EVERBRIDGE SOFTWARE	07/10/2020	5,776.39	.00	
Total NON-DEPARTMENTAL:					21,894.55	.00	
LEGAL SERVICES							
10-44-400 PROFESSIONAL SERVICES							
3657	HANSEN WRIGHT EDDY	40824	LEGAL SERVICES	06/25/2020	340.00	.00	
Total LEGAL SERVICES:					340.00	.00	
ADMINISTRATIVE SERVICES							
10-46-240 OFFICE EXPENSE							
5730	OFFICE DEPOT, INC.	100763715001	ADM/OFFICE SUPPLIES	07/09/2020	25.86	.00	
5730	OFFICE DEPOT, INC.	102816582001	ADM/OFFICE SUPPLIES	07/02/2020	15.06	.00	
5730	OFFICE DEPOT, INC.	103451732001	ADM/OFFICE SUPPLIES	06/30/2020	11.12	.00	
6806	RECSAFE, LLC	2006	ADM/STORAGE CHARGES	06/01/2020	95.00	.00	
6806	RECSAFE, LLC	2007	ADM/DEPARTMENTAL SUPPLIES	07/01/2020	95.00	.00	
10-46-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	ADM/PHONE EXPENSE	07/01/2020	368.73	.00	
10-46-619 COVID19							
5730	OFFICE DEPOT, INC.	102816582001	ADM/FACE MASKS & SANITIZER	07/02/2020	100.74	.00	
5730	OFFICE DEPOT, INC.	104464162001	ADM/FACE MASKS & SANITIZER	07/13/2020	20.00	.00	
10-46-930 COMMUNITIES THAT CARE GRANT							
8056	SUNDRY STREET LLC	06252020	CC/CHALK THE LOT GRAPHICS	06/25/2020	500.00	.00	
Total ADMINISTRATIVE SERVICES:					1,231.51	.00	
FACILITIES							
10-47-250 VEHICLE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	62.60	.00	
10-47-480 DEPARTMENTAL SUPPLIES							
3948	HOME DEPOT CREDIT S	06172020	BUILDING MAINTENANCE	06/17/2020	31.50	.00	
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	189.91	.00	
10-47-520 CITY HALL - POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	1,585.36	.00	
10-47-540 NO ACCOUNT TITLE							
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	239.42	.00	
10-47-550 PARKS - LIGHTS							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	264.14	.00	
10-47-560 PARKS - BUILDING MAINTENANCE							
6850	REPUBLIC SERVICES	06302020	MULTI DEPT/GARBAGE COLLECTIO	06/30/2020	2,315.16	.00	
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	511.27	.00	
10-47-619 COVID19							
3052	FOXBUILD	10881	LIB/BRACKETS FOR PLEXY DIVIDE	06/30/2020	90.00	.00	
3948	HOME DEPOT CREDIT S	06012020	BUILDING MAINTENANCE	06/01/2020	62.90	.00	
10-47-620 POLICE - BLDG MAINT							
8376	THYSSENKRUPP ELEVAT	3005344170	PD/ELEVATOR MAINTENANCE	07/01/2020	660.00	.00	
10-47-650 FIRE/AMBULANCE - POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	1,789.00	.00	
10-47-660 FIRE/AMBULANCE - BLDG MAINT							
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	299.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-47-690 CEMETERY BLDG - POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	83.23	.00	
10-47-700 CEMETERY BLDG - BLDG MAINT							
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	323.60	.00	
10-47-720 LIBRARY/SENIOR - POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	1,100.12	.00	
10-47-730 LIBRARY/SENIOR - BLDG MAINT							
8376	THYSSENKRUPP ELEVAT	3005344166	LIB/ELEVATOR MAINTENANCE	07/01/2020	681.65	.00	
10-47-770 PUBLIC WORKS - POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	779.50	.00	
10-47-780 PUBLIC WORKS - BLDG MAINT							
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	202.28	.00	
10-47-790 RENTAL PROPERTY EXPENSES							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	123.29	.00	
10-47-820 SR CENTER - POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	316.61	.00	
10-47-830 SR CENTER - BLDG MAINT							
1522	CERTIFIED ALARM SERVI	15602	MONITORING SERVICES	07/10/2020	38.00	.00	
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	139.96	.00	
8376	THYSSENKRUPP ELEVAT	3005360496	SR. CENTER/ELEVATOR MAINTENA	07/01/2020	604.19	.00	
10-47-840 LIONS/SPORTSMAN - BLDG MAINT							
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	114.69	.00	
10-47-910 ARTS - POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	70.11	.00	
10-47-930 HISTORIC LIBRARY - POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	14.02	.00	
Total FACILITIES:					12,691.93	.00	
ENGINEERING							
10-51-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	272.01	.00	
10-51-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	84.23	.00	
10-51-332 PROFESSIONAL SERVICES							
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	4,591.93	.00	
3970	HORROCKS ENGINEERS	56683	MULTI DEPT ENGINEERING	06/30/2020	1,543.42	.00	
4292	J.U.B. ENGINEERS, INC.	133981	GENERAL SERVICES	05/18/2020	327.35	.00	
4292	J.U.B. ENGINEERS, INC.	133983	GENERAL SERVICES	05/18/2020	1,852.30	.00	
4292	J.U.B. ENGINEERS, INC.	134483	GENERAL SERVICES	06/09/2020	91.66	.00	
4292	J.U.B. ENGINEERS, INC.	134484	GENERAL SERVICES	06/09/2020	264.69	.00	
4292	J.U.B. ENGINEERS, INC.	135226	SUBDIVISIONS	06/30/2020	717.71	.00	
4292	J.U.B. ENGINEERS, INC.	135227	GENERAL SERVICES	06/30/2020	3,242.19	.00	
10-51-745 SIGNALS & FLASHERS							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	182.42	.00	
Total ENGINEERING:					13,169.91	.00	
COMMUNITY DEVELOPMENT							
10-52-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	195.88	.00	
10-52-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	COM DEV/PHONE EXPENSE	07/01/2020	209.26	.00	
10-52-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	88.44	.00	
10-52-332 PROFESSIONAL SERVICES							
474	ANDERSON CALL & WILK	63020	COM DEV/CONTRACTOR SERVICE	06/30/2020	285.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-52-480 DEPARTMENTAL SUPPLIES							
5139	MC GEE'S STAMP & TROP	28242	COM DEV/NOTARY STAMP	07/08/2020	44.25	.00	
10-52-610 MISCELLANEOUS							
6147	PETTY CASH-COM DEV	05072020	REIMB. PETTY CASH EXPENSES	05/07/2020	41.34	.00	
10-52-619 COVID19							
5730	OFFICE DEPOT, INC.	104138840001	COM DEV/HAND SANITIZER	07/02/2020	82.93	.00	
6147	PETTY CASH-COM DEV	05072020	REIMB. PETTY CASH EXPENSES	05/07/2020	17.16	.00	
Total COMMUNITY DEVELOPMENT:					964.26	.00	
POLICE DEPARTMENT							
10-54-250 VEHICLE EXPENSE							
2441	DISCOUNT TIRE CO.	8017654	PD/VEHICLE TIRES	07/03/2020	572.00	.00	
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	5,286.64	.00	
3166	FUELMAN	58508434	VOLUME DISCOUNT	06/30/2020	66.09-	.00	
3468	GREASE MONKEY #790	240591	PD/VEHICLE MAINTENANCE	07/01/2020	74.25	.00	
3468	GREASE MONKEY #790	240606	PD/VEHICLE MAINTENANCE	07/01/2020	74.25	.00	
3468	GREASE MONKEY #790	240882	PD/VEHICLE MAINTENANCE	07/08/2020	119.23	.00	
3468	GREASE MONKEY #790	241128	PD/VEHICLE MAINTENANCE	07/13/2020	92.24	.00	
6103	PERFECTION AUTO GLA	13683	PD/VEHICLE EXPENSE	07/10/2020	616.69	.00	
6113	PERFORMANCE TINT	15079	PD/VEHICLE GLARE STRIP	07/10/2020	53.63	.00	
10-54-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	PD/PHONE EXPENSE	07/01/2020	768.42	.00	
1518	CENTURY LINK	07012020	PD/ALARM PHONE LINE	07/01/2020	137.14	.00	
10-54-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	2,677.65	.00	
10-54-300 UNIFORM EXPENSE							
4614	L.N. CURTIS & SONS	402409	PD/DEPARTMENTAL SUPPLIES	06/30/2020	69.43	.00	
10-54-480 DEPARTMENTAL SUPPLIES							
2122	CULLIGAN BOTTLED WA	465X14219200	PD/BOTTLED WATER	06/30/2020	20.95	.00	
2122	CULLIGAN BOTTLED WA	465X14224804	PD/BOTTLED WATER	06/30/2020	10.75	.00	
9265	WASATCH INTERGRATE	46753	PD/SPECIAL HANDLING FEE	06/30/2020	46.80	.00	
10-54-740 EQUIPMENT							
682	AXON ENTERPRISE, INC.	1666833	PD/EQUIPMENT	06/29/2020	3,114.20	.00	
10-54-923 JAG GRANT							
682	AXON ENTERPRISE, INC.	1666833	PD/EQUIPMENT	06/29/2020	4,500.00	.00	
Total POLICE DEPARTMENT:					18,168.18	.00	
FIRE DEPARTMENT							
10-55-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	1,198.35	.00	
4822	LINDEN OUTDOOR POW	220000031016	FIRE/EQUIPMENT MAINTENANCE E	07/03/2020	56.07	.00	
6650	QUALITY TIRE COMPANY	20785600	FIRE/VEHICLE MAINTENANCE	07/08/2020	1,885.67	.00	
9451	WHEELER MACHINERY C	1001565	FIRE/VEHICLE EXPENSE	07/14/2020	244.71	.00	
10-55-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	FIRE/PHONE EXPENSES	07/01/2020	210.16	.00	
9131	VERIZON WIRELESS	9857812490	FIRE/CELL PHONE EXPENSE	06/30/2020	872.56	.00	
10-55-300 UNIFORM EXPENSE							
4614	L.N. CURTIS & SONS	399846	FIRE/EQUIPMENT EXPENSE	06/24/2020	98.25	.00	
10-55-480 DEPARTMENTAL SUPPLIES							
1060	BOUNDTREE MEDICAL, L	83682935	FIRE/DEPARTMENTAL SUPPLIES	07/02/2020	763.95	.00	
10-55-619 COVID19							
7383	SERVPRO OF PROVO/NO	201902016	FIRE/COVID CLEANING	07/14/2020	4,919.62	.00	
Total FIRE DEPARTMENT:					10,249.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ANIMAL CONTROL							
10-57-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	70.44	.00	
10-57-330 CONTRACT SERVICES							
5719	NORTH UTAH VALLEY AN	07022020	ACO/ASSESSMENT FOR 2020-2021	07/02/2020	50,336.00	.00	
Total ANIMAL CONTROL:					50,406.44	.00	
STREETS							
10-60-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	1,056.53	.00	
10-60-275 STREET LIGHT EXPENSE							
972	BLACK & McDONALD	76-1104708	STR/LIGHT EXPENSE	06/23/2020	5,059.85	.00	
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	3,615.86	.00	
10-60-277 Street Light Installation							
972	BLACK & McDONALD	76-1100752	STR/LIGHT EXPENSE	05/31/2020	13,057.60	.00	
972	BLACK & McDONALD	76-1106982	STR/LIGHT EXPENSE	06/30/2020	13,526.25	.00	
972	BLACK & McDONALD	76-1106983	STR/LIGHTS INSTALLED	06/30/2020	3,420.00	.00	
10-60-278 STREET LIGHT MAINTENANCE							
972	BLACK & McDONALD	76-1100753	STR/PG BLVD LIGHTING	05/31/2020	5,550.00	.00	
972	BLACK & McDONALD	76-1106398	STR/LIGHT REPAIR	06/29/2020	300.00	.00	
972	BLACK & McDONALD	76-1106401	STR/LIGHT REPAIR	06/29/2020	1,148.27	.00	
972	BLACK & McDONALD	76-1106410	STR/LIGHT REPAIR	06/29/2020	375.13	.00	
972	BLACK & McDONALD	76-1107159	STR/LIGHT REPAIR	06/30/2020	317.26	.00	
972	BLACK & McDONALD	76-1107163	STR/LIGHT REPAIR	06/30/2020	382.77	.00	
10-60-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07012020	PUBLIC WORKS/PHONE EXPENSE	07/01/2020	232.77	.00	
10-60-420 SIDEWALKS							
300	ALTAVIEW CONCRETE	759050	STR/CONCRETE	06/18/2020	1,420.76	.00	
1277	BUSY BEE CONCRETE	24928	STR/CONCRETE	06/01/2020	563.59	.00	
10-60-480 DEPARTMENTAL SUPPLIES							
675	AUTO ZONE STORES, IN	6231481520	STR/DEPARTMENTAL SUPPLIES	06/30/2020	6.68	.00	
675	AUTO ZONE STORES, IN	6231487064	STR/DEPARTMENTAL SUPPLIES	07/07/2020	40.88	.00	
3948	HOME DEPOT CREDIT S	06102020	STR/DEPARTMENTAL SUPPLIES	06/10/2020	14.53	.00	
4212	INTERMOUNTAIN TRAFFI	43756	STR/DEPARTMENTAL SUPPLIES	04/13/2020	189.80	.00	
7122	R.P.M. AUTO PARTS	183979	STR/DEPARTMENTAL SUPPLIES	06/29/2020	28.98	.00	
7122	R.P.M. AUTO PARTS	184004	STR/DEPARTMENTAL SUPPLIES	06/29/2020	110.98	.00	
7122	R.P.M. AUTO PARTS	184572	STR/DEPARTMENTAL SUPPLIES	07/01/2020	475.49	.00	
Total STREETS:					50,893.98	.00	
LIBRARY							
10-65-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	LIB/PHONE EXPENSE	07/01/2020	272.44	.00	
1518	CENTURY LINK	07012020	LIB/ELEVATOR LINE	07/01/2020	74.49	.00	
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	44.22	.00	
10-65-740 EQUIPMENT							
4747	LES OLSON COMPANY	249791	LIB/COPIER	06/30/2020	5,722.30	.00	
Total LIBRARY:					6,113.45	.00	
SR. CITIZEN CTR & AUDITORIUM							
10-67-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	SC/PHONE EXPENSE	07/01/2020	81.48	.00	
Total SR. CITIZEN CTR & AUDITORIUM:					81.48	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARKS							
10-70-200 MOWER EXPENSE							
2681	ELITE REPAIRS AND SPE	07032020	PARK/VEHICLE REPAIR	07/03/2020	77.50	.00	
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	452.44	.00	
10-70-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	1,370.02	.00	
10-70-280 TELEPHONE							
1480	CENTRACOM INTERACTI	07022020	CEM/PHONE EXPENS	07/01/2020	53.78	.00	
10-70-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	518.14	.00	
10-70-320 SPRINKLER & LANDSCAPE							
970	BJ PLUMBING SUPPLY	871478	PARK/DEPARTMENTAL SUPPLIES	07/02/2020	246.84	.00	
2766	EWING IRRIGATION PRO	12022661	PARK/DEPARTMENTAL SUPPLIES	07/01/2020	1,157.08	.00	
2766	EWING IRRIGATION PRO	3862246	PARK/DEPARTMENTAL SUPPLIES	06/16/2020	37.96	.00	
3470	GREAT BASIN TURF PRO	468452	PARK/DEPARTMENTAL SUPPLIES	06/25/2020	4,225.58	.00	
5482	MOUNTAINLAND SUPPLY	103619819001	PARK/DEPARTMENTAL SUPPLIES	06/22/2020	127.21	.00	
7795	SPRINKLER SUPPLY CO	37635	PARK/DEPARTMENTAL SUPPLIES	06/22/2020	148.80	.00	
8532	TRI CITY NURSERY SOU	10395581	PARK/BARK	06/30/2020	120.00	.00	
10-70-330 PLAYGROUND SUPPLIES							
6450	PREVENTIVE PEST CON	287297	PARK/PEST CONTROL	06/24/2020	75.00	.00	
10-70-340 DIAMOND CREW SUPPLIES							
2766	EWING IRRIGATION PRO	3608409	PARK/DEPARTMENTAL SUPPLIES	06/10/2020	472.64	.00	
2766	EWING IRRIGATION PRO	4030084	PARK/DEPARTMENTAL SUPPLIES	06/30/2020	994.59	.00	
9075	VALLEY ATHLETIC FIELD	22522	PARK/MARKING PAINT	06/02/2020	1,259.70	.00	
10-70-480 DEPARTMENTAL SUPPLIES							
4264	INTERWEST SAFETY SU	52100	PARK/DEPARTMENTAL SUPPLIES	07/07/2020	159.02	.00	
10-70-619 COVID19							
8379	TIFCO INDUSTRIES, INC.	71563995	PARK/TOWELS & SANITIZER	06/16/2020	209.85	.00	
8379	TIFCO INDUSTRIES, INC.	71565421	PARK/SANITIZER	06/19/2020	69.95	.00	
10-70-670 SAFETY EQUIP. & SUPPLIES							
1368	C-A-L RANCH STORES	10710/8	PARK/HATS	07/07/2020	58.50	.00	
1368	C-A-L RANCH STORES	10713/8	PARK/HATS	07/08/2020	49.99	.00	
1760	CINTAS FIRST AID & SAF	9094261620	PARK/DEPARTMENTAL SUPPLIES	07/01/2020	39.40	.00	
8379	TIFCO INDUSTRIES, INC.	71564292	PARK/GLOVES	06/16/2020	115.80	.00	
Total PARKS:					12,039.79	.00	
RECREATION							
10-71-210 MEETINGS & MEMBERSHIPS							
1504	CENTRAL UTAH RECREA	70120	REC/MEMBERSHIP FEES	07/01/2020	290.00	.00	
10-71-240 OFFICE EXPENSE							
5730	OFFICE DEPOT, INC.	100345940001	REC/OFFICE SUPPLIES	06/24/2020	74.37	.00	
5730	OFFICE DEPOT, INC.	2415032891	REC/OFFICE SUPPLIES	06/30/2020	49.26	.00	
6196	PETTY CASH-RECREATI	06302020	PETTY CASH RECREATION	06/30/2020	13.00	.00	
7233	SAM'S CLUB	06302020	REC/ASSORTED SUPPLIES	06/30/2020	48.28	.00	
10-71-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	22.46	.00	
10-71-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	REC/PHONE EXPENSE	07/01/2020	247.44	.00	
1518	CENTURY LINK	07012020	REC/MONITORING & ALARM LINES	07/01/2020	237.76	.00	
10-71-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	132.66	.00	
Total RECREATION:					1,115.23	.00	
LEISURE SERVICES							

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-72-220 PUBLICATION EXPENSE							
3571	GURR'S COPYTEC	42292	LEISURE/PRINTING	07/06/2020	10.75	.00	
10-72-250 VEHICLE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	128.87	.00	
10-72-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	44.22	.00	
Total LEISURE SERVICES:					183.84	.00	
CUSTODIAL SERVICES							
10-74-250 VEHICLE							
1436	CARTERS AUTO & REPAI	15469	CUSTODIAL/VEHICLE MAINTENAN	05/14/2020	240.00	.00	
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	112.27	.00	
10-74-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	44.22	.00	
10-74-420 CONTRACTED SERVICES							
4316	JANI-KING OF SALT LAKE	7200229	CLEANING SERVICES	07/01/2020	2,565.00	.00	
10-74-480 DEPARTMENTAL SUPPLIES							
9342	WAXIE'S SANITARY SUPP	79292383	BUILDING MAINTENANCE SUPPLIE	07/07/2020	871.20	.00	
9342	WAXIE'S SANITARY SUPP	79295368	BUILDING MAINTENANCE SUPPLIE	07/08/2020	943.43	.00	
10-74-481 CHEMICALS							
9342	WAXIE'S SANITARY SUPP	79295368	BUILDING MAINTENANCE SUPPLIE	07/08/2020	184.58	.00	
10-74-619 COVID19							
4316	JANI-KING OF SALT LAKE	6200416	CLEANING SERVICES	06/30/2020	750.00	.00	
4316	JANI-KING OF SALT LAKE	6200418	CLEANING SERVICES	06/30/2020	500.00	.00	
9342	WAXIE'S SANITARY SUPP	79275906	BUILDING MAINTENANCE SUPPLIE	06/30/2020	631.62	.00	
Total CUSTODIAL SERVICES:					6,842.32	.00	
Total GENERAL FUND:					225,461.86	.00	
IMPACT FEES - RECREATION EXPENDITURES							
11-40-480 PARK & REC EXPENSE							
3970	HORROCKS ENGINEERS	55853	MULTI DEPT ENGINEERING	05/14/2020	4,409.89	.00	
3970	HORROCKS ENGINEERS	56186	MULTI DEPT ENGINEERING	06/09/2020	5,965.39	.00	
3970	HORROCKS ENGINEERS	56682	MULTI DEPT ENGINEERING	06/30/2020	20,811.22	.00	
Total EXPENDITURES:					31,186.50	.00	
Total IMPACT FEES - RECREATION:					31,186.50	.00	
WATER IMPACT FEES							
16-70-934 300 E 200 S - 200 N							
3970	HORROCKS ENGINEERS	55808	MULTI DEPT ENGINEERING	05/13/2020	425.91	.00	
3970	HORROCKS ENGINEERS	56180	MULTI DEPT ENGINEERING	06/09/2020	658.91	.00	
3970	HORROCKS ENGINEERS	56648	MULTI DEPT ENGINEERING	06/30/2020	166.83	.00	
Total :					1,251.65	.00	
Total WATER IMPACT FEES:					1,251.65	.00	
SEWER IMPACT FEES							
17-90-410 SWR IMPACT FEE STUDY							
3970	HORROCKS ENGINEERS	56185	MULTI DEPT ENGINEERING	06/09/2020	5,694.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3970	HORROCKS ENGINEERS	56655	MULTI DEPT ENGINEERING	06/30/2020	3,679.83	.00	
Total :					9,374.81	.00	
Total SEWER IMPACT FEES:					9,374.81	.00	

CLASS C ROAD FUND**EXPENDITURES****20-40-480 DEPARTMENTAL SUPPLIES**

3312	GENEVA ROCK PRODUC	2260672	CLASS C ROADS/ASPHALT	06/23/2020	67.83	.00	
3312	GENEVA ROCK PRODUC	2267197	CLASS C ROADS/ASPHALT	07/08/2020	1,133.22	.00	
3312	GENEVA ROCK PRODUC	2267875	CLASS C ROADS/ASPHALT	07/09/2020	772.14	.00	
3970	HORROCKS ENGINEERS	55808	MULTI DEPT ENGINEERING	05/13/2020	317.95	.00	
3970	HORROCKS ENGINEERS	56180	MULTI DEPT ENGINEERING	06/09/2020	491.90	.00	
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	437.73	.00	
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	531.69	.00	
3970	HORROCKS ENGINEERS	56648	MULTI DEPT ENGINEERING	06/30/2020	124.55	.00	
4292	J.U.B. ENGINEERS, INC.	133979	1100 N ROAD & STORM DRAIN	05/18/2020	896.13	.00	
4292	J.U.B. ENGINEERS, INC.	133980	1300 W ROAD IMPROVEMENTS	05/18/2020	3,865.24	.00	
4292	J.U.B. ENGINEERS, INC.	134481	1100 N ROAD & STORM DRAIN	06/09/2020	2,434.33	.00	
4292	J.U.B. ENGINEERS, INC.	134482	1300 W ROAD IMPROVEMENTS	06/09/2020	2,131.27	.00	
4292	J.U.B. ENGINEERS, INC.	134485	STREETS	06/09/2020	340.79	.00	
4292	J.U.B. ENGINEERS, INC.	135223	1100 N ROAD & STORM DRAIN	06/30/2020	485.33	.00	
4292	J.U.B. ENGINEERS, INC.	135224	1300 W ROAD IMPROVEMENTS	06/30/2020	3,038.83	.00	
4292	J.U.B. ENGINEERS, INC.	135228	STREETS	06/30/2020	113.50	.00	

Total EXPENDITURES:

17,182.43 .00

Total CLASS C ROAD FUND:

17,182.43 .00

CEMETERY**22-70-200 MOWER EXPENSE**

1003	BONNEVILLE EQUIPMEN	2001252	CEM/MOWER PARTS	07/02/2020	584.14	.00	
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	82.04	.00	

22-70-250 VEHICLE

3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	494.10	.00	
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22-70-320 SPRINKLER & LANDSCAPE

970	BJ PLUMBING SUPPLY	870081	CEM/DEPARTMENTAL SUPPLIES	06/24/2020	64.41	.00	
970	BJ PLUMBING SUPPLY	872642	CEM/DEPARTMENTAL SUPPLIES	07/09/2020	623.38	.00	

22-70-420 SPECIAL SERVICES

3571	GURR'S COPYTEC	42053	CEM/BROCHURES	07/02/2020	62.70	.00	
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	10,305.74	.00	
3970	HORROCKS ENGINEERS	56683	MULTI DEPT ENGINEERING	06/30/2020	11,919.64	.00	

Total :

24,136.15 .00

Total CEMETERY:

24,136.15 .00

DONATIONS**23-40-315 Donations-Trails**

4292	J.U.B. ENGINEERS, INC.	133977	VALLEY VISTA TRAIL	05/18/2020	203.83	.00	
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Total :

203.83 .00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total DONATIONS:					203.83	.00	
E-911							
EXPENDITURES							
41-40-740 EQUIPMENT							
8085	SYMBOL ARTS	354337	DISPATCH BADGES	06/30/2020	1,425.50	.00	
Total EXPENDITURES:					1,425.50	.00	
Total E-911:					1,425.50	.00	
STORM DRAIN UTILITY FUND							
GENERAL GOVERNMENT							
48-41-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	663.47	.00	
4748	LES SCHWAB TIRES	50800356104	STRM DRN/VEHICLE EXPENSE	07/10/2020	68.99	.00	
48-41-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07012020	PUBLIC WORKS/PHONE EXPENSE	07/01/2020	99.08	.00	
48-41-330 ENGINEERING SERVICES							
3970	HORROCKS ENGINEERS	55853	MULTI DEPT ENGINEERING	05/14/2020	656.26	.00	
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	4,201.65	.00	
3970	HORROCKS ENGINEERS	56683	MULTI DEPT ENGINEERING	06/30/2020	1,756.20	.00	
48-41-480 DEPARTMENTAL SUPPLIES							
1368	C-A-L RANCH STORES	10704/8	STRM DRN/DEPARTMENTAL SUPPL	07/06/2020	129.96	.00	
2736	ERIKS NORTH AMERICA	97515	STRM DRN/DEPARTMENTAL SUPPL	06/25/2020	362.19	.00	
2736	ERIKS NORTH AMERICA	97516	STRM DRN/DEPARTMENTAL SUPPL	06/25/2020	14.98	.00	
48-41-550 BOND AGENT FEES							
8741	US BANK	5780278	ADMIN FEE FOR STORM WATER R	07/01/2020	1,650.00	.00	
48-41-610 MISCELLANEOUS EXPENSE							
3151	FREEDOM MAILING SER	38576	UTILITY BILL DOOR HANGERS	07/07/2020	593.15	.00	
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	32.50	.00	
48-41-650 SPECIAL PROJECTS							
5482	MOUNTAINLAND SUPPLY	06222020	MULTI DEPT/DEPARTMENTAL SUPP	06/22/2020	837.06	.00	
Total GENERAL GOVERNMENT:					11,065.49	.00	
STORM DRAIN PROJECTS							
48-70-920 VEHICLE REPLACEMENT							
4727	LEGACY EQUIPMENT CO	97930	STREET SWEEPER	07/14/2020	102,201.00	.00	
6121	PETERBILT OF UTAH, IN	593723	STREET SWEEPER CHASSIS	07/07/2020	110,873.00	.00	
48-70-941 SD 1000 S 1150 - 1280 E							
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	280.64	.00	
48-70-954 800 N 1380-1570 W							
3970	HORROCKS ENGINEERS	56683	MULTI DEPT ENGINEERING	06/30/2020	958.08	.00	
Total STORM DRAIN PROJECTS:					214,312.72	.00	
Total STORM DRAIN UTILITY FUND:					225,378.21	.00	
CAPITAL PROJECTS FUND							
EXPENDITURES							
49-40-500 OTHER CAPITAL PROJECT EXPEND.							
4727	LEGACY EQUIPMENT CO	97930	STREET SWEEPER	07/14/2020	100,000.00	.00	
Total EXPENDITURES:					100,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
BONDS - GENERAL							
49-80-833 CITY HALL REMODEL							
5235	MIDWEST D-VISION SOL	150394	OFFICE FURNITURE	07/02/2020	1,425.89	.00	
Total BONDS - GENERAL:					1,425.89	.00	
Total CAPITAL PROJECTS FUND:					101,425.89	.00	
WATER FUND							
EXPENDITURES							
51-40-240 OFFICE EXPENSE							
3151	FREEDOM MAILING SER	38576	UTILITY BILL DOOR HANGERS	07/07/2020	1,186.31	.00	
51-40-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	641.65	.00	
4748	LES SCHWAB TIRES	50800356387	WATER/VEHICEL MAINTENANCE	07/13/2020	89.48	.00	
51-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	38,544.89	.00	
51-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07012020	PUBLIC WORKS/PHONE EXPENSE	07/01/2020	99.08	.00	
51-40-285 CELLULAR SERVICES							
9131	VERIZON WIRELESS	9857784437	MULTI DEPT/CELL PHONE EXEPNS	07/01/2020	44.22	.00	
51-40-330 ENGINEERING							
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	1,839.92	.00	
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	3,596.12	.00	
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	1,439.53	.00	
3970	HORROCKS ENGINEERS	56683	MULTI DEPT ENGINEERING	06/30/2020	262.85	.00	
3970	HORROCKS ENGINEERS	56683	MULTI DEPT ENGINEERING	06/30/2020	1,664.69	.00	
3970	HORROCKS ENGINEERS	56683	MULTI DEPT ENGINEERING	06/30/2020	220.70	.00	
51-40-420 STREET REPAIRS							
3312	GENEVA ROCK PRODUC	2263768	WATER/ASPHALT	06/30/2020	312.02	.00	
3312	GENEVA ROCK PRODUC	2267198	WATER/DEPARTMENTAL SUPPLIES	07/08/2020	175.04	.00	
51-40-470 METER PURCHASES							
5482	MOUNTAINLAND SUPPLY	06222020	MULTI DEPT/DEPARTMENTAL SUPP	06/22/2020	6,857.05	.00	
51-40-480 DEPARTMENTAL SUPPLIES							
5482	MOUNTAINLAND SUPPLY	06222020	MULTI DEPT/DEPARTMENTAL SUPP	06/22/2020	1,223.79	.00	
5482	MOUNTAINLAND SUPPLY	103527392001	H2O/DEPARTMENTAL SUPPLIES	04/29/2020	300.08	.00	
51-40-600 REPAIR & MAINTENANCE							
3948	HOME DEPOT CREDIT S	06092020	WATER/DEPARTMENTAL SUPPLIES	06/09/2020	35.67	.00	
4208	INTERMOUNTAIN FARME	1013602754	WATER/CLOTHING	05/30/2020	43.98	.00	
4208	INTERMOUNTAIN FARME	1470378632	WATER/FINANCE CHARGES	06/30/2020	.24	.00	
5482	MOUNTAINLAND SUPPLY	06222020	MULTI DEPT/DEPARTMENTAL SUPP	06/22/2020	5,802.95	.00	
6938	RICHARDS LABORATORI	010920509	WATER/TESTING	06/25/2020	416.00	.00	
6938	RICHARDS LABORATORI	010920559	H2O/WATER SAMPLES	07/02/2020	130.00	.00	
51-40-603 SECONDARY WATER PHASE 2							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	1,814.75	.00	
51-40-605 SCADA MAINTENANCE							
9430	WETCO, INC.	1062	H2O/WATER DEPARTMENT SUPPLI	06/19/2020	6,500.00	.00	
51-40-619 COVID19							
8058	SUNRISE ENVIRONMENT	111518	WATER/CLEANING SUPPLIES	06/29/2020	320.78	.00	
Total EXPENDITURES:					73,561.79	.00	
WATER CAPITAL PROJECTS							
51-70-925 BATTLECREEK SPRING REPLACEMENT							
3970	HORROCKS ENGINEERS	56645	MULTI DEPT ENGINEERING	06/30/2020	4,591.87	.00	
51-70-934 300 EAST 200 S - 200 N							
3970	HORROCKS ENGINEERS	55808	MULTI DEPT ENGINEERING	05/13/2020	165.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3970	HORROCKS ENGINEERS	56180	MULTI DEPT ENGINEERING	06/09/2020	256.24	.00	
3970	HORROCKS ENGINEERS	56648	MULTI DEPT ENGINEERING	06/30/2020	64.88	.00	
51-70-940 Mill Ditch Project							
3970	HORROCKS ENGINEERS	55809	GENERAL ENGINEERING	05/13/2020	2,053.69	.00	
3970	HORROCKS ENGINEERS	56185	MULTI DEPT ENGINEERING	06/09/2020	11,268.49	.00	
3970	HORROCKS ENGINEERS	56655	MULTI DEPT ENGINEERING	06/30/2020	11,428.80	.00	
51-70-942 1100 NORTH 700 E TO 1100 EAST							
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	13,437.05	.00	
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	1,570.62	.00	
51-70-943 PRV REPLACEMENT							
3970	HORROCKS ENGINEERS	55853	MULTI DEPT ENGINEERING	05/14/2020	630.33	.00	
3970	HORROCKS ENGINEERS	56682	MULTI DEPT ENGINEERING	06/30/2020	1,649.64	.00	
51-70-945 150 North 1300 East							
3970	HORROCKS ENGINEERS	55853	MULTI DEPT ENGINEERING	05/14/2020	3,252.57	.00	
3970	HORROCKS ENGINEERS	56186	MULTI DEPT ENGINEERING	06/09/2020	2,453.42	.00	
3970	HORROCKS ENGINEERS	56682	MULTI DEPT ENGINEERING	06/30/2020	5,544.57	.00	
51-70-947 ANDERSON WELL							
688	B&D PUMP & ELECTRIC	405	WATER/ATWOOD WELL PROJECT	06/18/2020	135.00	.00	
688	B&D PUMP & ELECTRIC	408	WATER/ATWOOD WELL PROJECT	06/22/2020	150.00	.00	
2350	DELCO WESTERN	20-1258	WATER/ANDERSON WELL MAINT	07/01/2020	13,490.75	.00	
9301	WATER WELL SERVICES	070920	WATER/ATWOOD WELL PUMP	07/08/2020	7,700.00	.00	
Total WATER CAPITAL PROJECTS:					79,843.55	.00	
Total WATER FUND:					153,405.34	.00	
SEWER FUND							
52-21320 ACCTS PAYABLE-TIMP SERV DIST.							
8422	TIMP. SPECIAL SERVICE	06292020	IMPACT FEES	06/30/2020	13,664.00	.00	
Total :					13,664.00	.00	
EXPENDITURES							
52-40-240 OFFICE EXPENSE							
3151	FREEDOM MAILING SER	38576	UTILITY BILL DOOR HANGERS	07/07/2020	1,186.31	.00	
52-40-250 VEHICLE EXPENSE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	641.65	.00	
9125	VERIZON CONNECT NWF	2152836	MONTHLY SERVICE	07/01/2020	161.90	.00	
52-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	20.60	.00	
52-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07012020	PUBLIC WORKS/PHONE EXPENSE	07/01/2020	99.09	.00	
52-40-330 ENGINEERING SERVICES							
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	350.46	.00	
52-40-350 CHARGES FOR TREATMENT							
1780	CITY OF CEDAR HILLS	06302020	WEDGEWOOD DRIVE SEWER	06/30/2020	156.35	.00	
8422	TIMP. SPECIAL SERVICE	06302020	WASTEWATER TREATMENT	06/30/2020	205,219.42	.00	
52-40-480 DEPARTMENTAL SUPPLIES							
888	BIG STATE INDUSTRIAL S	1396695	SEC WATER/DEPARTMENTAL SUPP	07/06/2020	301.66	.00	
52-40-600 REPAIR & MAINTENANCE							
4276	ISCO INDUSTRIES, INC.	17058552	REPAIR AT 425 S LOCUST-DOMINIO	07/15/2020	1,180.44	.00	
Total EXPENDITURES:					209,317.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
52-90-812 INSITUFORM							
3970	HORROCKS ENGINEERS	55808	MULTI DEPT ENGINEERING	05/13/2020	177.20	.00	
3970	HORROCKS ENGINEERS	55853	MULTI DEPT ENGINEERING	05/14/2020	6,419.56	.00	
3970	HORROCKS ENGINEERS	56180	MULTI DEPT ENGINEERING	06/09/2020	719.18	.00	
3970	HORROCKS ENGINEERS	56186	MULTI DEPT ENGINEERING	06/09/2020	6,337.14	.00	
3970	HORROCKS ENGINEERS	56682	MULTI DEPT ENGINEERING	06/30/2020	39.92	.00	
52-90-888 STATE STREET CROSSING							
3970	HORROCKS ENGINEERS	55807	GENERAL ENGINEERING	05/13/2020	2,599.05	.00	
3970	HORROCKS ENGINEERS	56179	GENERAL ENGINEERING	06/09/2020	629.04	.00	
3970	HORROCKS ENGINEERS	56647	GENERAL ENGINEERING	06/30/2020	228.74	.00	
52-90-937 700 S 900-1300 West							
3970	HORROCKS ENGINEERS	55853	MULTI DEPT ENGINEERING	05/14/2020	8,006.57	.00	
3970	HORROCKS ENGINEERS	56186	MULTI DEPT ENGINEERING	06/09/2020	5,113.75	.00	
3970	HORROCKS ENGINEERS	56682	MULTI DEPT ENGINEERING	06/30/2020	11,424.38	.00	
Total :					41,694.53	.00	
Total SEWER FUND:					264,676.41	.00	
SECONDARY WATER EXPENDITURES							
54-40-250 VEHICLE							
3166	FUELMAN	58508434	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2020	641.65	.00	
54-40-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	1,482.32	.00	
54-40-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07012020	PUBLIC WORKS/PHONE EXPENSE	07/01/2020	99.08	.00	
54-40-330 ENGINEERING							
3970	HORROCKS ENGINEERS	56187	MULTI DEPT ENGINEERING	06/09/2020	350.46	.00	
54-40-600 REPAIR & MAINTENANCE							
2853	FERGUSON ENTERPRIS	1123752	SEC WATER/SUPPLIES	07/09/2020	499.90	.00	
54-40-605 SCADA MAINTENANCE							
9430	WETCO, INC.	1061	SEC WATER/SCADA MAINTENANCE	06/19/2020	3,404.50	.00	
Total EXPENDITURES:					6,477.91	.00	
CAPITAL PROJECTS							
54-70-932 BATTLECREEK PRE-FILTER							
5482	MOUNTAINLAND SUPPLY	06222020	MULTI DEPT/DEPARTMENTAL SUPP	06/22/2020	3,698.33	.00	
54-70-935 2020 FILTER/DIVERSION PROJECTS							
1880	CODY EKKER CONSTRU	5-06302020	FILTER AND DIVERSIONS PROJECT	06/30/2020	74,049.62	.00	
3970	HORROCKS ENGINEERS	55853	MULTI DEPT ENGINEERING	05/14/2020	16,649.76	.00	
3970	HORROCKS ENGINEERS	56186	MULTI DEPT ENGINEERING	06/09/2020	10,185.46	.00	
3970	HORROCKS ENGINEERS	56682	MULTI DEPT ENGINEERING	06/30/2020	2,592.19	.00	
5482	MOUNTAINLAND SUPPLY	06222020	MULTI DEPT/DEPARTMENTAL SUPP	06/22/2020	107,777.10	.00	
5718	NORTHWEST FENCE & S	9855A	SEC WATER/REPAIR PARTS	07/06/2020	1,500.00	.00	
Total CAPITAL PROJECTS:					216,452.46	.00	
Total SECONDARY WATER:					222,930.37	.00	
CAPITAL EQUIPMENT							
58-40-500 PRINCIPAL PAYMENTS							
9802	ZIONS BANK	07032020	LOAN PAYMENT	07/03/2020	66,013.29	.00	
9802	ZIONS BANK	07042020	LOAN PAYMENT	07/03/2020	57,484.09	.00	
9802	ZIONS BANK	07052020	LOAN PAYMENT	07/03/2020	70,061.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
58-40-520 INTEREST PAYMENTS							
9802	ZIONS BANK	07032020	LOAN PAYMENT INTEREST	07/03/2020	4,594.36	.00	
9802	ZIONS BANK	07042020	LOAN PAYMENT INTEREST	07/03/2020	2,822.64	.00	
9802	ZIONS BANK	07052020	LOAN PAYMENT INTEREST	07/03/2020	732.15	.00	
Total :					201,708.47	.00	
Total CAPITAL EQUIPMENT:					201,708.47	.00	
SANITATION FUND							
EXPENDITURES							
62-40-435 RECYCLING COLLECTION							
6850	REPUBLIC SERVICES	864001469265	GLASS RECYCLING EXPENSE	06/30/2020	140.45	.00	
62-40-437 CITY CLEANUP							
6850	REPUBLIC SERVICES	06302020	CLEAN UP EXPENSE	06/30/2020	15,977.38	.00	
Total EXPENDITURES:					16,117.83	.00	
Total SANITATION FUND:					16,117.83	.00	
SWIMMING POOL							
SWIMMING POOL							
71-73-240 OFFICE EXPENSE							
6196	PETTY CASH-RECREATI	06302020	PETTY CASH RECREATION	06/30/2020	4.49	.00	
7233	SAM'S CLUB	06302020	POOL/OFFICE SUPPLIES	06/30/2020	189.98	.00	
71-73-280 TELEPHONE EXPENSE							
1480	CENTRACOM INTERACTI	07022020	POOL/PHONE EXPENSE	07/01/2020	76.49	.00	
71-73-382 POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	2,996.00	.00	
71-73-390 BUILDING MAINTENANCE							
75	ABCO GLASS	7870	POOL/GLASS INSTALLATION	06/30/2020	150.00	.00	
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	320.23	.00	
71-73-392 BUILDING IMPROVEMENTS							
8140	TAYLOR FREEZER CO. O	12092	POOL/SNACK BAR EXPENSE	06/08/2020	62.48	.00	
71-73-460 CONCESSION STAND EXPENSE							
1863	SWIRE COCA-COLA USA,	13307218367	POOL/SNACK BAR EXPENSE	06/26/2020	507.56	.00	
1863	SWIRE COCA-COLA USA,	13308218471	POOL/SNACK BAR EXPENSE	07/03/2020	45.70	.00	
1863	SWIRE COCA-COLA USA,	13308218579	POOL/SNACK BAR EXPENSE	07/10/2020	320.71	.00	
7233	SAM'S CLUB	06302020	POOL/CONCESSION STAND SUPPL	06/30/2020	333.47	.00	
7233	SAM'S CLUB	07012020	POOL/CONCESSION STAND SUPPL	07/01/2020	264.80	.00	
8088	SYSCO INTERMOUNTAIN	385056400	POOL/CONCESSIONS	06/24/2020	1,431.32	.00	
8088	SYSCO INTERMOUNTAIN	385067089	POOL/CONCESSIONS	07/01/2020	1,707.17	.00	
8088	SYSCO INTERMOUNTAIN	385076399	POOL/CONCESSIONS	07/08/2020	1,752.92	.00	
71-73-480 DEPARTMENTAL SUPPLIES							
7233	SAM'S CLUB	06302020	POOL/DEPARTMENTAL SUPPLIES	06/30/2020	13.58	.00	
7420	SHIELD-SAFETY, LLC	2203313456	POOL/FIRST AID SUPPLIES	05/04/2020	250.00	.00	
8219	TEXTILE TEAM OUTLET	2018	POOL/UNIFORMS	06/24/2020	37.00	.00	
9459	SWIMVENTORY	13062	POOL/DEPARTMENTAL SUPPLIES	07/06/2020	321.30	.00	
Total SWIMMING POOL:					10,785.20	.00	
Total SWIMMING POOL:					10,785.20	.00	
COMMUNITY CENTER							
72-34-310 RECREATION FEE REVENUES							
5632	NEWBRY, JULIA ANN	07072020	REC/CONTRACTED SERVICES	07/07/2020	21.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total :					21.00	.00	
72-71-061 COMMUNITY CTR - POWER							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	6,438.82	.00	
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	19.98	.00	
72-71-062 COMMUNITY CTR - BLDG MAINT							
139	ADVANCED FITNESS RE	6218	REC/EQUIPMENT REPAIR PARTS	07/13/2020	272.62	.00	
6850	REPUBLIC SERVICES	07012020	MULTI DEPT/GARBAGE COLLECTIO	07/01/2020	199.56	.00	
8376	THYSSENKRUPP ELEVAT	3005344161	REC/ELEVATOR MAINTENANCE	07/01/2020	573.20	.00	
72-71-270 POWER EXPENSE							
7062	ROCKY MOUNTAIN POW	06302020	MULTI DEPT/ELECTRICITY EXPENS	06/30/2020	780.43	.00	
72-71-410 PROGRAM SUPPLIES & EQUIPMENT							
5549	NATIONAL BACKGROUN	825	REC/BACKGROUND CHECKS	06/30/2020	204.00	.00	
5730	OFFICE DEPOT, INC.	2416784558	REC/SUPPLIES	07/08/2020	7.89	.00	
6196	PETTY CASH-RECREATI	06302020	PETTY CASH RECREATION	06/30/2020	16.49	.00	
6196	PETTY CASH-RECREATI	06302020	PETTY CASH RECREATION	06/30/2020	15.27	.00	
7233	SAM'S CLUB	06302020	REC/ASSORTED SUPPLIES	06/30/2020	333.50	.00	
7530	SMASH ATHLETICS, INC.	14918	REC/UNIFORMS	06/02/2020	1,778.10	.00	
8219	TEXTILE TEAM OUTLET	1938	REC/UNIFORMS	06/26/2020	470.55	.00	
8219	TEXTILE TEAM OUTLET	2017	REC/UNIFORMS	07/07/2020	407.35	.00	
8219	TEXTILE TEAM OUTLET	2053	REC/UNIFORMS	06/30/2020	332.32	.00	
8219	TEXTILE TEAM OUTLET	2054	REC/UNIFORMS	06/30/2020	298.85	.00	
8219	TEXTILE TEAM OUTLET	2055	REC/UNIFORMS	06/30/2020	288.40	.00	
9521	WILKINSONS TROPHY &	5032	REC/PROGRAM EXPENSES	06/30/2020	798.40	.00	
72-71-420 CONTRACTED SERVICES							
1522	CERTIFIED ALARM SERVI	15575	MONITORING SERVICES	07/10/2020	33.00	.00	
1522	CERTIFIED ALARM SERVI	15621	MONITORING SERVICES	07/10/2020	38.00	.00	
8071	SUPERIOR WATER & AIR,	82067992	RENTAL AGREEMENT	07/01/2020	30.00	.00	
8738	USA SOFTBALL OF UTAH	14	REC/UMPIRES	06/28/2020	324.00	.00	
8738	USA SOFTBALL OF UTAH	15	REC/UMPIRES	06/28/2020	658.00	.00	
8738	USA SOFTBALL OF UTAH	16	REC/UMPIRES	06/28/2020	328.50	.00	
72-71-460 CONCESSION STAND EXPENSE							
1863	SWIRE COCA-COLA USA,	13308218580	REC/CONCESSION STAND EXPENS	07/10/2020	597.90	.00	
7233	SAM'S CLUB	06302020	REC/ASSORTED SUPPLIES	06/30/2020	3,226.69	.00	
7233	SAM'S CLUB	07012020	REC/ASSORTED SUPPLIES	07/01/2020	942.33	.00	
72-71-619 COVID19							
5730	OFFICE DEPOT, INC.	2416784558	REC/SANITIZER	07/08/2020	19.78	.00	
6649	QUALITY CO-PAK	1092	REC/HAND SANITIZER	07/07/2020	184.00	.00	
7233	SAM'S CLUB	06302020	REC/ASSORTED SUPPLIES	06/30/2020	116.67	.00	
7233	SAM'S CLUB	07012020	REC/ASSORTED SUPPLIES	07/01/2020	42.56	.00	
Total :					19,777.16	.00	
Total COMMUNITY CENTER:					19,798.16	.00	
Grand Totals:					1,526,448.61	.00	

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

Mayor: _____

City Council: _____

City Recorder: _____

City Finance Director: _____

DENSEB Ryz 7/16/2020

Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.