



**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 20, 2021** 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. **Please Note a member of the City Council will be joining the meeting electronically.**

**AMENDED AGENDA**

**4:30 P.M. WORK SESSION**

1. 3 year road plan presentation – Director Beaumont
2. 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 June 1, 2021 meeting.  
City Council Minutes for the June 22, 2021 meeting.
  - b. To consider approval of Change Order No. 2 and Partial Payment No. 2 to Geneva Rock for the Cemetery Expansion Project.
  - c. To consider approving Change Order #3 for Silver Spur Construction for the Mill Ditch Project.
  - d. To consider approving Payment Approval Reports for July 15, 2021.

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

**7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**

**8. PRESENTATIONS:**

**9. PUBLIC HEARING ITEMS:**

- A. Continued Public hearing to consider for adoption an Ordinance (2021-22) amending City Code Section 10-6-2: Definitions; Boarding and Rooming House, to modify the definition of 'Boarding and Rooming House and provide an effective date. Continued from the July 6, 2021 meeting.  
*Presenter: Director Cardenas **Please note this item will be continued indefinitely.***

- B.** Public Hearing to consider for adoption an Ordinance (2021-23) for a rezone of parcel 14:054:0154 and the north portion of parcel 14:054:0155 to apply The Grove Business Park (GBP) Overlay Zone on properties located at approximately 4801 West 6800 North and providing an effective date. (SAM WHITE'S LANE) (Daniel Thomas Applicant) *Presenter: Director Cardenas*
- C.** Public Hearing to consider for adoption an Ordinance (2021-24) amending the Pleasant Grove City Code by modifying city code section 10-14-25-4 Design Controls in The Grove Business Park Overlay, by changing the architecture, design, and theme requirements for proposed future buildings and site plans in the zone and providing an effective date. (Daniel Thomas Applicant) *Presenter: Director Cardenas*
- D.** Public Hearing to consider for adoption an Ordinance (2021-25) to void Carol's Countryside Subdivision Plat "A". The proposed void plat would return to previous parcel configuration for the property located at approximately 85 W 2430 N in the R-R (Rural Residential) Zone and provide an effective date. (BIG SPRING NEIGHBORHOOD) (Rose Patch Hay, LLC Applicant) *Presenter: Director Cardenas*
- E.** Public Hearing to consider for adoption an Ordinance (2021-26) permanently abandoning Pleasant Grove City's interest in and vacating a road right-of-way approximately 24,649 square feet area located at approximately 1027 West 700 South, Pleasant Grove, Utah County, State of Utah and providing an effective date. (SAM WHITE'S LANE NEIGHBORHOOD) (Pleasant Grove City Applicant) *Presenter: Director Beaumont*

#### **10. ACTION ITEMS READY FOR VOTE:**

- A.** To consider approval of a Final commercial subdivision plat, called Pen and Ink Subdivision Plat 'B' on property located at approximately 1027 West 700 South in BMP (Business and Manufacturing Park) Zone. (SAME WHITE'S LANE NEIGHBORHOOD) (Pleasant Grove Title Holder I, LLC) *Presenter: Director Cardenas*
- B.** To consider approval of a Site Plan for two, warehouse office buildings that will be completed in phases on property located at approximately 1027 West 700 South in BMP (Business and Manufacturing Park) Zone (SAME WHITE'S LANE NEIGHBORHOOD) (Pleasant Grove Title Holder I, LLC) *Presenter: Director Cardenas*
- C.** To consider for adoption a Resolution (2021-032) authorizing the Mayor to sign a Development Agreement with Pleasant Grove Title Holder I, LLC, aka Dakota Pacific Real Estate Partners III, LP regarding a Multi-Use Development located at approximately 1027 W 700 S Pleasant Grove, Utah providing for roadway dedications 1300 W realignment, stormwater facilities and other related matters and providing an effective date. *Presenter: Director Beaumont*
- D.** To consider approval of a 2-lot, Final subdivision plat called The Void Plat 'F,' on property located at approximately 365 South Garden Grove Lane in The Grove Zone – Commercial Sales (SAM WHITES' NEIGHBORHOOD) (Ben Seastrand Applicant) *Presenter: Director Cardenas*
- E.** To consider for approval a 3-lot Final subdivision plat, called The Void Plat 'G,' on property located at approximately 456 South Pleasant Grove Boulevard in The Grove Zone – Commercial Sales Subdistrict. (SAM WHITE'S LANE NEIGHBORHOOD) (Maqsood Merchant Applicant) *Presenter: Director Cardenas*
- F.** To consider approval of a site plan for a single-story, single tenant restaurant building on property located at approximately 456 South Pleasant Grove Boulevard in The Grove Zone – Commercial Sales Subdistrict. (SAM WHITE'S LANE NEIGHBORHOOD) (Maqsood Merchant Applicant) *Presenter: Director Cardenas*
- G.** To consider authorizing the Mayor to sign Savory R&R Stores LLC request for Local Consent to apply for a Limited Service Liquor License as required for a State Liquor License for R&R BBQ located at 1977 W Pleasant Grove Blvd, Pleasant Grove, UT *Presenter: Attorney Petersen*

- H. To consider for adoption a Resolution (2021-033) approving the transfer of the Veracity Networks, LLC Franchise Agreement to FirstDigital Communications, LLC and providing an effective date. *Presenter: Attorney Petersen*
- I. To consider for adoption a Resolution (2021-034) approving the transfer of the T-Mobile West Corporation's site lease agreement to Vertical Bridge Towers III, for the Manila Park Cell Tower location and providing an effective date. *Presenter: Attorney Petersen*
- J. To consider for adoption a Resolution (2021-035) authorizing the Mayor to sign a Development Agreement with Armstrong Flinders and Associates Realtors, regarding a Mixed Use Project located at approximately 67 South Main Street, Pleasant Grove, Utah and providing for Cross Access Easements and a Flexible Parking Easement and other related matters and providing an effective date. *Presenter: Director Beaumont*
- K. To consider for adoption a Resolution (2021-036) amending Personnel Policies and Procedures previously approved by the City Council, specifically amending Section V "Sexual/Gender Harassment" to update and broaden the policy to prohibit bias, prejudice and harassment in the workplace and providing an effective date. *Presenter: Attorney Petersen*

**11. ITEMS FOR DISCUSSION:**

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

**12. REVIEW AND DISCUSSION ON THE AUGUST 3, 2021 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](http://www.plgrove.org)) websites.

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

Date: July 16, 2021

Time: 4:00 p.m.

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

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

## DOCUMENT 009900

## CONTRACT CHANGE ORDER

Project: PG Cemetery Expansion Project  
 Location: Pleasant Grove City  
 Change Order No.: 2

Date: July 15, 2021

To: Geneva Rock

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

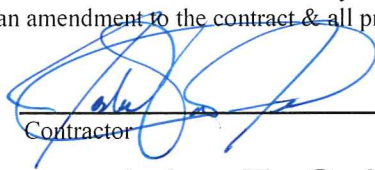
Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
3400	Weed Fabric (640 SF @ \$0.90/SF)		\$576.00
3500	Decorative Rock Mulch (8 CY @ \$128.00/CY)		\$1,024.00
3601	Soft Spot Repair - Import E-fill (205 CY @ \$55.00/CY)		\$11,275.00
3602	Soft Spot Repair - Reuse of Existing Materials (240 CY @ \$15.00/CY)		\$3,600.00
3700	Replace Curb and Gutter (1 LS @ \$2,400.00/LS)		\$2,400.00
3800	2" Top Soil Reduction (41227 SF @ (\$0.03)/SF)	\$1,236.81	
3900	20' Double Swing Gate (41227 SF @ (\$0.03)/SF)		\$2,400.00
4000	Cost reduction for Asphalt Overrun (1 LS @ (\$2,300.00)/LS)	\$2,300.00	
	Change in contact price due to this Change Order:		
	Total Decrease	\$3,536.81	
	Total Increase		\$21,275.00
	Net increase (decrease)		\$17,738.19

The sum of \$17,738.19 is hereby added to, the total contract price and the total adjusted contract price to date thereby is \$313,554.48.

The time provided for completion in the contract is increased by 14 calendar days.

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

Accepted by:

  
 Contractor

7-15-21  
 Date

Recommended by:

**John E. Schiess**

Digitally signed by John E. Schiess  
 DN: C=US, E=jschiess@horrocks.com, O=Horrocks Engineers, OU=Civil  
 Service Line, CN=John E. Schiess  
 Date: 2021.07.15 16:16:03-06'00'

Resident Engineer

Date

Approved by:

Owner

Date



**PARTIAL PAYMENT ESTIMATE  
NO. 2**

Name of Contractor: <b>Geneva Rock</b>		
Name of Owner: <b>Pleasant Grove City</b>		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 15-Jul-21	Original: \$294,984.29	From: 1-Jun-21
Revised: 29-Jul-21	Revised: \$313,554.48	To: 30-Jun-21
Description of Job: <b>PG Cemetery Expansion Project</b>		
Amount	This Period	Total To Date
Amount Earned	\$164,083.55	\$230,411.30
Retainage Being Held	\$8,204.18	\$11,520.57
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$63,011.36
Amount Due	<b>\$155,879.37</b>	<b>\$155,879.37</b>

Contractor's Construction Progress is on schedule

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

Recommended by Horrocks Engineers

Date: 7/15/2021

Accepted by: **Geneva Rock**

Date: 7-15-21

Approved By: **Pleasant Grove City**

Date: \_\_\_\_\_

Budget Code \_\_\_\_\_ Staff Initial \_\_\_\_\_

John E. Schiess

Digitally signed by John E. Schiess  
DN: C=US, E=jschiess@horrocks.com,  
O=Horrocks Engineers, OU=Civil  
Service Line, CN=John E. Schiess  
Date: 2021.07.15 15:48:12-06'00'

**John E. Schiess, P.E.**

Project Manager

**Joshua Jensen**

Project Manager

**Guy L. Fugal**

Mayor

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
	General								
1	Mobilization	1	LS	\$19,000.00	\$19,000.00	0.50	0.90	\$9,500.00	\$17,100.00
2	Traffic Control	1	LS	\$4,200.00	\$4,200.00	0.53	0.73	\$2,226.00	\$3,066.00
3	SWPPP	1	LS	\$6,800.00	\$6,800.00	0.53	0.73	\$3,604.00	\$4,964.00
	Demo								
4	Clearing and Grubbing	0.98	AC	\$3,500.00	\$3,430.00	0.00	0.98		\$3,430.00
5	On Site Stockpile and Reuse	1,060	CY	\$8.00	\$8,480.00	38.00	1050.00	\$304.00	\$8,400.00
6	Remove Curb and Gutter	83	LF	\$7.50	\$622.50	53.00	83.00	\$397.50	\$622.50
7	Remove Concrete Sidewalk	388	SF	\$3.25	\$1,261.00	238.00	388.00	\$773.50	\$1,261.00
8	Remove Storm Drain Junction Box and Pipe Remnants	1	EA	\$1,600.00	\$1,600.00	0.00	1.00		\$1,600.00
9	Sawcut and Remove Asphalt	1,370	SY	\$3.75	\$5,137.50	48.00	1381.00	\$180.00	\$5,178.75
	Site Construction								
10	Untreated Base Course	582	CY	\$36.50	\$21,243.00	582.00	582.00	\$21,243.00	\$21,243.00
11	24" Typical Curb and Gutter	94	LF	\$31.50	\$2,961.00	94.00	94.00	\$2,961.00	\$2,961.00
12	6" Wide x 12" Deep Concrete Curb	1,120	LF	\$25.50	\$28,560.00	1127.00	1127.00	\$28,738.50	\$28,738.50
13	Concrete Sidewalk and Flatwork	585	SF	\$12.00	\$7,020.00	585.00	585.00	\$7,020.00	\$7,020.00
14	HMA (3 Inch Thick)	365	Ton	\$71.50	\$26,097.50	400.00	400.00	\$28,600.00	\$28,600.00
	Storm Drainage								
15	15 Inch RCP	65	LF	\$77.50	\$5,037.50	0.00	65.00		\$5,037.50
16	15 Inch CMP to RCP Flexible Boot Coupler	1	EA	\$1,800.00	\$1,800.00	0.00	1.00		\$1,800.00
17	15 Inch Flared-End Storm Discharge	1	EA	\$1,500.00	\$1,500.00	0.00	1.00		\$1,500.00
18	3'x3' Concrete Storm Drain Junction Box	1	EA	\$3,300.00	\$3,300.00	0.00	1.00		\$3,300.00
19	2'x2' Box Riser and Grate	1	EA	\$2,500.00	\$2,500.00	1.00	1.00	\$2,500.00	\$2,500.00
20	Temporary Drainage Swale with 6 Inch Minus RipRap	18	Ton	\$96.50	\$1,756.30	18.20	18.20	\$1,756.30	\$1,756.30
	Landscaping								
21	6" PVC Irrigation Pipe Sleeve (Varying Lengths)	5	EA	\$404.00	\$2,020.00	1.00	5.00	\$404.00	\$2,020.00
22	1" Quick Coupler	7	EA	\$288.00	\$2,016.00	0.00	0.00		\$0.00
23	1" Quick Coupler w/ Hose Bib	8	EA	\$288.00	\$2,304.00	0.00	0.00		\$0.00
24	Topsoil	41,227	SF	\$0.50	\$20,613.50	0.00	0.00		\$0.00
25	Irrigation	1	LS	\$14,700.00	\$14,700.00	0.00	0.00		\$0.00
26	Turf Grass Hydroseed	40,392	SF	\$0.23	\$9,290.16	0.00	0.00		\$0.00
27	Native Grass Seed	15,170	SF	\$0.23	\$3,489.10	0.00	0.00		\$0.00
28	Turf Sod	834	SF	\$0.75	\$625.50	0.00	0.00		\$0.00
	Other								
29	6' Chain Link Fence and Gate Relocation Using Existing and/or New F	1	LS	\$21,430.00	\$21,430.00	0.00	1.00		\$21,430.00
30	Burial Service Shutdown	30	HR	\$330.00	\$9,900.00	6.50	11.50	\$2,145.00	\$3,795.00
	Add Alternate #1								
4	Clearing and Grubbing	0.15	AC	\$3,500.00	\$525.00	0.00	0.15		\$525.00
10	Untreated Base Course	186.00	CY	\$36.50	\$6,789.00	186.00	186.00	\$6,789.00	\$6,789.00
11	24" Typical Curb and Gutter	483.00	LF	\$31.50	\$15,214.50	486.00	486.00	\$15,309.00	\$15,309.00
13	Concrete Sidewalk and Flatwork	201.00	SF	\$12.00	\$2,412.00	103.00	103.00	\$1,236.00	\$1,236.00
14	HMA (3 Inch Thick)	126.00	Ton	\$71.50	\$9,009.00	156.00	156.00	\$11,154.00	\$11,154.00
20	Temporary Drainage Swale with 6 Inch Minus RipRap	23.50	Ton	\$96.50	\$2,267.75	23.50	23.50	\$2,267.75	\$2,267.75
27	Native Grass Seed	(6,332.00)	SF	\$0.23	(\$1,456.36)	0.00	0.00		\$0.00
31	Parking Lot Striping	1.00	LS	\$525.00	\$525.00	0.00	0.00		\$0.00
	Add Alternate #2								
26	Turf Grass Hydroseed	(40,392.00)	SF	\$0.23	(\$9,290.16)	0.00	0.00		\$0.00
28	Turf Sod	40,392.00	SF	\$0.75	\$30,294.00	0.00	0.00		\$0.00
Subtotal					\$294,984.29			\$149,108.55	\$214,604.30

CO#1	Change order 1	1.00	LS	\$832.00	\$832.00	0.00	1.00		\$832.00
CO#2.1	Weed Fabric	640	SF	\$0.90	\$576.00	0.00	0.00		\$0.00
CO#2.2	Decorative Rock Mulch	8	CY	\$128.00	\$1,024.00	0.00	0.00		\$0.00
CO#2.3	Soft Spot Repair - Import E-fill	205	CY	\$55.00	\$11,275.00	205.00	205.00	\$11,275.00	\$11,275.00
CO#2.4	Soft Spot Repair - Reuse of Existing Materials	240	CY	\$15.00	\$3,600.00	240.00	240.00	\$3,600.00	\$3,600.00
CO#2.5	Replace Curb and Gutter	1	LS	\$2,400.00	\$2,400.00	1.00	1.00	\$2,400.00	\$2,400.00
CO#2.6	2" Top Soil Reduction	41227	SF	(\$0.03)	(\$1,236.81)	0.00	0.00		\$0.00
CO#2.7	20' Double Swing Gate	1	LS	\$2,400.00	\$2,400.00	0.00	0.00		\$0.00
CO#2.8	Cost reduction for Asphalt Overrun	1	LS	(\$2,300.00)	(\$2,300.00)	1.00	1.00	(\$2,300.00)	(\$2,300.00)
					\$0.00				
Subtotal					\$18,570.19			\$14,975.00	\$15,807.00

Total

\$313,554.48

TOTAL	\$164,083.55	\$230,411.30
AMOUNT RETAINED	\$8,204.18	\$11,520.57
RETAINAGE RELEASED	\$0.00	\$0.00
PREVIOUS RETAINAGE		\$3,316.39
PREVIOUS PAYMENTS		\$63,011.36
AMOUNT DUE	\$155,879.37	\$155,879.38

## DOCUMENT 009900

## CONTRACT CHANGE ORDER

Project: PG Cemetery Expansion Project  
 Location: Pleasant Grove City  
 Change Order No.: 2

Date: July 15, 2021

To: Geneva Rock

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

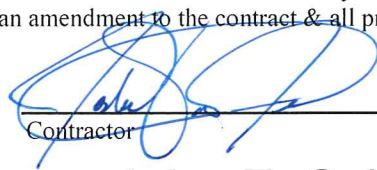
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3800	2" Top Soil Reduction (41227 SF @ (\$0.03)/SF)	\$1,236.81	
3900	20' Double Swing Gate (41227 SF @ (\$0.03)/SF)		\$2,400.00
4000	Cost reduction for Asphalt Overrun (1 LS @ (\$2,300.00)/LS)	\$2,300.00	
	Change in contact price due to this Change Order:		
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	Net increase (decrease)		\$17,738.19

The sum of \$17,738.19 is hereby added to, the total contract price and the total adjusted contract price to date thereby is \$313,554.48.

The time provided for completion in the contract is increased by 14 calendar days.

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

Accepted by:



Contractor

7-15-21

Date

Recommended by:

**John E. Schiess**

Digitally signed by John E. Schiess  
 DN: C=US, E=jschiess@horrocks.com, O=Horrocks Engineers, OU=Civil  
 Service Line, CN=John E. Schiess  
 Date: 2021.07.15 16:16:03-06'00'

Resident Engineer

Date

Approved by:

Owner

Date

**DOCUMENT 00990**

**CONTRACT CHANGE ORDER**

Project: Mill Ditch Project  
Location: Pleasant Grove City  
Change Order No.: 3

Date: July 15, 2021

To: Silver Spur Construction

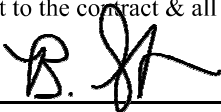
You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
1	Structure #3 End Section and Rip Rap		\$4,405.53
2	Structure #1 Additional Gate		\$2,120.00
	Change in contact price due to this Change Order:		
	Total Decrease	\$0.00	
	Total Increase		\$6,525.53
	Net increase (decrease)		\$6,525.53

The sum of \$6,525.53 is hereby added to, the total contract price and the total adjusted contract price to date thereby is \$1,097,745.03.

The time provided for completion in the contract is **increased** by **0 working** days. This Document shall become an amendment to the contract & all provisions of the contract will apply hereto.

Accepted by:

  
\_\_\_\_\_  
Contractor

7/15/21

\_\_\_\_\_  
Date

Recommended by:

  
\_\_\_\_\_  
Resident Engineer

7/16/2021

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

## City Council Staff Report

July 20, 2021

Item 9B

### TEXT AMENDMENT PROPOSAL

**REQUEST** Request to rezone approximately 6.93 acres by applying The Grove Business Park Overlay (GBP) Zone

**APPLICANT** Daniel Thomas

**ADDRESS** Approximately 4801 W 6800 N

**ZONE** The Grove Zone

**GENERAL PLAN** The Grove

**STAFF RECOMMENDATION** Approve the Proposed Rezone

<b>ATTACHMENTS</b>	Aerial Map	4
	Zoning Map	5
	General Plan	6

### Background

The applicant is proposing to rezone a recently annexed portion of the City by applying the Grove Business Park (GBP) Overlay to a portion of the land, currently identified as parcel 14:054:0154 and the north portion of parcel 14:054:0155 (6.93 acres).

The recently annexed tract of land would potentially be subdivided into 2 lots, keeping the lot along the 1-15 corridor in the current Grove Interchange Subdistrict and then having the 6.93 acres of land with frontage toward Sam White Ln. being rezoned to a lighter manufacturing type of land use.

### Analysis

The proposal brought by Daniel Thomas seeks to apply The Grove Business Park Overlay (GBP) Zone to approximately 6.925 acres of land to a property located in the Grove Interchange Subdistrict. The subject property is not currently subdivided but the potential proposed lot line would be defined by the boundaries of the Overlay Zone.

The purpose and objectives of the Grove Business Park (GBP) Overlay is to provide for a mixture of research, office, retail, warehousing, and certain specialized, light manufacturing uses in a parklike

atmosphere. This overlay is intended to be applied to properties within The Grove Zone and may be applied on one or more of The Grove Zone Subdistricts. The overlay area is to be characterized by attractively designed buildings and off-street parking lots situated among spacious lawns, trees, shrubs, and other landscape features, while preserving the existing natural wetlands and associated vegetation as much as possible.

To accomplish the purposes and objective of this zone, regulations were established in The Grove Business Park (GBP) overlay; however, since this proposal is for a property located in the Interchange subdistrict, staff proposed the addition of design controls to The Grove Business Park (GBP) overlay (the text amendment to amend the current language being a separate item) to ensure that the light manufacturing uses are compatible with the surrounding areas.

Staff considers that the application of the proposed overlay entirely depends on the adoption of additional design controls that would make the design of a potential site plan compatible with the surrounding non-manufacturing zones. The new uses that the overlay will carry with it are use #6376 General warehousing and storage and light indoor manufacturing.

## Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on July 8, 2021.

5. **Public Hearing: Rezone – Located at approx. 4801 W 6800 N  
(Same White's Lane) *\*This item was heard as item 3\****

Public Hearing to consider a request from Daniel Thomas, for a rezone of parcel 14:054:0154 and the north portion of parcel 14:054:0155 to apply The Grove Business Park (GBP) Overlay Zone on properties located at approximately 4801 West 6800 North.

### RECOMMEND APPROVAL

**Motion:** At the Public Hearing, Commissioner Butler moved the Planning Commission forward a recommendation approval to the City Council for the request of Daniel Thomas for the rezone of approx. 6.93 acres by applying The Grove Business Park Overlay (GBP) Zone; and adopting the exhibits, conditions, and findings of the staff report.

Commissioner Coombs seconded the motion.

The Commissioners unanimously voted "Aye". The motion carried.

Motion by: Commissioner Butler

Seconded by: Commissioner Coombs

AYE VOTES: Vice Chair Steele, Coombs, Butler, Clyde

NAY VOTES:



## AERIAL MAP





## ZONING MAP





This aerial map displays the Pleasant Grove area in Utah, highlighting various land use zones and transportation infrastructure. The map includes labels for major roads such as North County Blvd, Pleasant Grove Blvd, and Sam White Ln. It also shows various land use designations, including R-1-8, CS-2, M-D, C-G, and BMP. Key features include Shannon Fieldwills Park, Wood Park, and an interchange near Exit 275 on I-15. The map is overlaid with a grid of north-south and east-west coordinates.

**ORDINANCE NO. 2020 2021-23**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF PLEASANT GROVE CITY, REZONING APPROXIMATELY 6.93 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4801 W 6800 N IN BY APPLYING THE GROVE BUSINESS PARK OVERLAY (GBP) OVERLAY ZONE TO THE INTERCHANGE SUBDISTRICT (THE GROVE ZONE), MCKAY CHIRSTENSEN IS THE APPLICANT.**

**WHEREAS**, the property owner has submitted an application to rezone the property located at approximately 4801 W 6800 N to apply the Grove Business Park Overlay Zone to APPROXIMATELY 6.93 acres of property located in the Interchange Subdistrict in the Grove Zone; and

**WHEREAS**, the proposed overlay zone uses are cohesive with the existing as well as with the intended uses for the area; and

**WHEREAS**, on July 8, 2021 the Pleasant Grove City Planning Commission held a public hearing to consider the re-zone request; and

**WHEREAS**, at its public hearing the Planning Commission found that the rezone request was in the public's interest and considered that the application of the Grove Mixed-Use overlay is cohesive with its surroundings and consistent with the written goals and policies of the General Plan; and

**WHEREAS**, the Pleasant Grove Planning Commission recommended to the Pleasant Grove City Council that the rezone request be approved; and

**WHEREAS**, on July 20, 2021, the Pleasant Grove City Council held a public hearing to consider the request; and

**WHEREAS**, at its meeting the Pleasant Grove City Council was satisfied that the rezone request was in the best interest of the public and was consistent with the written goals and policies of the General Plan; and

**WHEREAS**, at its meeting the Pleasant Grove City Council approved the request to rezone approximately 6.93 acres located at approximately 4801 W 6800 N and applying the Grove Business Park Overlay zone to the 6.93 acres of land located in the Grove Interchange Sales Subdistrict.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLEASANT GROVE:**

**SECTION 1.** The approximate 1acre located at approximately 220 South Pleasant Grove Boulevard shall be rezoned from the Commercial Sales Subdistrict (the Grove Zone) to the Grove Mixed-Use Overlay (The Grove Zone); said property being described as shown on Exhibit "A".



SECTION 2. The Official Zoning Map showing such changes shall be filed with the Pleasant Grove City Recorder.

SECTION 3. The Pleasant Grove City Council finds that the zone change is in the best interest of the public and is consistent with the written goals and policies of the City's General Plan.

SECTION 4. 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 5. This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

SECTION 6. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council or Pleasant Grove City, State of Utah, on this 20<sup>nd</sup> day of July, 2021.

---

Eric Jensen, Mayor Pro-Tem

ATTEST:

(SEAL)

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Kathy T. Kresser, MMC  
City Recorder

#### Exhibit "A"



July 20, 2021

Item 9C

## TEXT AMENDMENT PROPOSAL

**REQUEST** Request to amend Section 10-14-25-4: Design Controls. The Grove Business Park (GBP) Overlay.

**APPLICANT** Daniel Thomas

**ATTACHMENTS** Section 10-14-25-4 with proposed amendments

## Background

The Grove Business Park (GBP) Overlay was created as an opportunity for doTERRA to have light manufacturing uses on its campus. The same requirements for The Grove Zone were applied to this overlay, with the exception being that warehousing and certain specialized, light manufacturing uses occurring within a parklike atmosphere were permitted in this overlay.

The overlay zone was initially applied to a tract of land neighboring manufacturing uses; however, there has been an increase in the desire of developer to have more land uses referred to as flex-space (space that is used for retail, research and/or office with a large portion of the site dedicated to warehousing and light manufacturing). With the increase in rezone requests to apply The Grove Business Park (GBP) Overlay, especially within the Grove Zone, it is proposed to amend the design standards to ensure that the uses are compatible with the surrounding areas.

## Analysis

In researching the design standards used by other communities with similar situations, staff found information and examples that seem appropriate for this usage. The new proposal re-enforces some existing code verbiage and inserts new text that covers what is deemed to be a solid level of development standards, which focus on quality of construction and site design rather than architecture, to make the overlay zone compatible with surrounding areas within The Grove Zone.

The addition of new design controls is as follows:

**10-14-25: THE GROVE BUSINESS PARK (GBP) OVERLAY:**  

10-14-25-4: DESIGN CONTROLS:



In addition to the requirements in section [10-14-20](#) of this chapter, site design of developments in a GBP Overlay area shall include:

- A. Architectural Harmony: Architectural harmony of buildings and structures.
- B. Design Integration: Design integration of the common open space system and storm drainage system.
- C. Theme: Unifying themes in an overall landscaping plan, showing landscaped areas, as well as species, size and numbers of plant material.
- D. Design: Unified design of street furniture, such as street signs, poles, light standards and luminaries, pedestrian benches, bus shelters, project entrances, perimeter fencing, pavement treatment, plazas, and handicapped curb ramps; housings for power facilities, telephone service boxes, and grouped mailbox stations; illumination of buildings, outdoor sculptures and statuary, decorative fountains, walkway railings and steps. (Ord. 2013-5, 4-16-2013)
- E. Massing: Buildings shall be designed with articulations in each facade. Facade articulations are typically included at building entrances, hierarchal building features, and to breakup long sections of wall area. Box-like or single, monolithic forms that are not relieved by variations in massing or articulation shall not be allowed.
- F. Loading Areas: Loading areas including, but not limited to, loading spaces, loading docks and service or maintenance areas shall be screened from public view. In addition, loading areas that abut a residential district shall reduce noise associated with such use by providing a sound wall and/or berm with screen plantings around the loading areas or at the property line abutting the residential district.
- G. Dumpsters, Trash Handling Areas: All dumpsters, trash handling areas shall be completely fenced or enclosed and screened from public view, at least one foot (1') higher than the dumpster. The sight obscuring screen shall be at least six feet (6'), but not greater than ten feet (10'), in height. Any such storage area shall be constructed of materials and colors compatible with those of the primary structure on site. Chain-link or cyclone fencing (with or without slats) is not allowed. Reinforced concrete aprons in front of trash storage areas are required to accommodate trash removal vehicles.
- H. General Warehousing or Storage: The outdoor storage of merchandise or warehousing of products or materials is not allowed.
- I. Building Facade: For all buildings located on a lot or parcel with frontage to Pleasant Grove Boulevard or North County Boulevard, a minimum of 50 percent of the façade area shall consist of glass. Where a building is located on a corner lot, a minimum of 50 percent of each façade on the first floor shall consist of glass.
- J. Roof lines: All buildings, located on a lot or parcel with frontage to Pleasant Grove Boulevard or North County Boulevard, shall be designed with roofline variations in each facade over 50 feet in width (see Figures 1 and 2). Professional office buildings may have flat roof lines with architectural variations occurring through other means such as cantilevered upper floors, window louvers, recessed wall areas, or a change in direction on the building façade (see Figure 3)



Figure .1



Figure .2



Figure .3

Staff considers that the language regarding the trash handling, especially in a light manufacturing zone, shall be carefully examined to look for opportunities for developers to be creative in ways to handle the trash enclosures but at the same time to come up with regulations that will create a distinction between a typical manufacturing zone and any subdistrict in the Grove Zone.

## Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on July 8, 2021.

6. **Public Hearing: City Code Amendment 10-14-25-4: Design Controls. The Grove Business Park (GBP) Overlay**  
**(City Wide) *\*This item was heard as item 2\****

Public Hearing to consider a request from Daniel Thomas to amend the Pleasant Grove City Code by modifying City Code section 10-14-25-4 Design Controls in The Grove Business Park Overlay, by changing the architecture, design, and theme requirements for proposed future buildings and site plans in the zone.

## RECOMMEND APPROVAL

**Motion:** At the Public Hearing, Commissioner Clyde moved the Planning Commission forward a recommendation approval to the City Council to approve the proposal to amend City Code Section 10-14-25-4: The Grove Business Park (GBP) Overlay Zone, Design Controls, as modified by the conditions below:

1. Remove Outdoor Storage Areas from Letter G in the first and second lines.
2. Remove the requirement of five-foot landscaping strips around all trash enclosures, the last line in Letter G.

Commissioner Coombs seconded the motion.

The Commissioners unanimously voted “Aye”. The motion carried.

Motion by: Commissioner Clyde

Seconded by: Commissioner Coombs

AYE VOTES: Vice Chair Steele, Coombs, Butler, Clyde

NAY VOTES:

**ORDINANCE NO. 2021-24**

**AN ORDINANCE OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, AMENDING CITY CODE SECTION 10-14-25-4: DESIGN CONTROLS IN THE GROVE BUSINESS PARK OVERLAY, BY MODIFYING AND ADDING URBAN DESIGN STANDARDS TO THE DESIGN OF BUILDINGS AND SITE PLANS WITHIN THE OVERLAY ZONE; AN PROVIDING AN EFFECTIVE DATE (DANIEL THOMAS, APPLICANT).**

**WHEREAS**, the applicant is proposing a rezone of a portion of the property located at (Staff still working on assigning a correct address to the property) by applying the Business Park (GBP) Overlay to the existing Commercial Sales Subdistrict in The Grove Zone; and

**WHEREAS**, the applicant, in conjunction with the staff, propose to modify the required design controls for the design of structures, buildings and site plans in order to make future developments within the Grove Business Park (GBP) Overlay more compatible to the neighboring properties located in the Grove Zone; and

**WHEREAS**, the modified overlay zone contains more design regulations for future developments where the overlay zone is applied; and

**WHEREAS**, on July 8, 2021 the Pleasant Grove City Planning Commission held a public hearing to consider a modification to Section 10-14-25-4: The Grove Business Park (GBP) Overlay Zone, Design Controls; and

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

**WHEREAS**, the Pleasant Grove City Planning Commission recommended to the Pleasant Grove City Council that the request to modify Section 10-14-25-4: The Grove Business Park (GBP) Overlay Zone, Design Controls of the Pleasant Grove Municipal Code be approved; and

**WHEREAS**, on July 20, 2021 the Pleasant Grove City Council held a public hearing to consider the request; and

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

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

**SECTION 1.** Section 10-14-25-4: The Grove Business Park (GBP) Overlay Zone, Design Controls, of the Pleasant Grove Municipal Code is hereby amended by adding the following provision, to read as follows:

## **10-14-25: THE GROVE BUSINESS PARK (GBP) OVERLAY:**

### **10-14-25-4: DESIGN CONTROLS:**

In addition to the requirements in section [10-14-20](#) of this chapter, site design of developments in a GBP Overlay area shall include:

- A. Architectural Harmony: Architectural harmony of buildings and structures.
- B. Design Integration: Design integration of the common open space system and storm drainage system.
- C. Theme: Unifying themes in an overall landscaping plan, showing landscaped areas, as well as species, size and numbers of plant material.
- D. Design: Unified design of street furniture, such as street signs, poles, light standards and luminaries, pedestrian benches, bus shelters, project entrances, perimeter fencing, pavement treatment, plazas, and handicapped curb ramps; housings for power facilities, telephone service boxes, and grouped mailbox stations; illumination of buildings, outdoor sculptures and statuary, decorative fountains, walkway railings and steps. (Ord. 2013-5, 4-16-2013)
- E. Massing: Buildings shall be designed with articulations in each facade. Facade articulations are typically included at building entrances, hierarchal building features, and to breakup long sections of wall area. Box-like or single, monolithic forms that are not relieved by variations in massing or articulation shall not be allowed.
- F. Loading Areas: Loading areas including, but not limited to, loading spaces, loading docks and service or maintenance areas shall be screened from public view. In addition, loading areas that abut a residential district shall reduce noise associated with such use by providing a sound wall and/or berm with screen plantings around the loading areas or at the property line abutting the residential district.
- G. Dumpsters, Trash Handling Areas: All dumpsters, trash handling areas shall be completely fenced or enclosed and screened from public view, at least one foot (1') higher than the dumpster. The sight obscuring screen shall be at least six feet (6'), but not greater than ten feet (10'), in height. Any such storage area shall be constructed of materials and colors compatible with those of the primary structure on site. Chain-link or cyclone fencing (with or without slats) is not allowed. Reinforced concrete aprons in front of trash storage areas are required to accommodate trash removal vehicles.
- H. General Warehousing or Storage: The outdoor storage of merchandise or warehousing of products or materials is not allowed.
- I. Building Facade: For all buildings located on a lot or parcel with frontage to Pleasant Grove Boulevard or North County Boulevard, a minimum of 50 percent of the façade area shall consist of glass. Where a building is located on a corner lot, a minimum of 50 percent of each façade on the first floor shall consist of glass.
- J. Roof lines: All buildings, located on a lot or parcel with frontage to Pleasant Grove Boulevard or North County Boulevard, shall be designed with roofline variations in each facade

over 50 feet in width (see Figures 1 and 2). Professional office buildings may have flat roof lines with architectural variations occurring through other means such as cantilevered upper floors, window louvers, recessed wall areas, or a change in direction on the building façade (see Figure 3)



*Figure .1*



*Figure .2*



*Figure .3*

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

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

**SECTION 4.** APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 20<sup>th</sup> day of July, 2021.

---

Eric Jensen, Mayor Pro-Tem

(SEAL)



ATTEST:

\_\_\_\_\_  
Kathy T. Kresser, MMC  
City Recorder

**Motion: Council Member** \_\_\_\_\_  
**Second: Council Member** \_\_\_\_\_

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

**CERTIFICATE OF POSTING ORDINANCE**  
**Pleasant Grove City Corporation**

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. 2021-24 was posted on the State (<http://pmn.utah.gov>) website on this 20th day of July, 2021.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kathy T. Kresser, MMC, City Recorder

## **ORDINANCE NO. 2021-26**

**AN ORDINANCE OF THE PLEASANT GROVE CITY COUNCIL, UTAH COUNTY, UTAH, PERMANENTLY ABANDONING PLEASANT GROVE CITY'S INTEREST IN AND VACATING A ROAD RIGHT-OF-WAY APPROXIMATELY 24,649 SQUARE FEET IN AREA LOCATED AT APPROXIMATELY 1027 WEST 700 SOUTH, PLEASANT GROVE CITY, UTAH COUNTY, STATE OF UTAH AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Pleasant Grove City is the fee title owner of a parcel of property dedicated as a public street known as "a portion of 1300 West"; and

**WHEREAS**, the property located at 1027 West and 700 South is in the process of development approvals for a project known as "East 15 Commerce Park"; and

**WHEREAS**, and the alignment for the subject portion of 1300 West is going to be modified; and

**WHEREAS**, Developer has agreed to dedicate the required right of way for the new alignment of 1300 West as part of their development; and

**WHEREAS**, Pleasant Grove City desires to formally vacate and abandon the existing roadway to relocate the roadway; and

**WHEREAS**, notice was given to adjacent property owners, affected entities and the general public as prescribed by local ordinance notifying the public of the intent to abandon and vacate the subject roadway and establishing the date for a public hearing on the matter; and

**WHEREAS**, on July 20, 2021, the Pleasant Grove City Council held a public hearing regarding its intent to vacate any interest in the road right-of-way; and

**WHEREAS**, a portion of the road right-of-way will be deeded to the adjacent property owners, as per State Code, U.C.A. §10-9a-609.5, 1953 as amended; and

**WHEREAS**, said deeds will not be delivered until the respective lots are properly platted showing the vacated right of way as being included in the respective lots; and

**WHEREAS**, the Mayor is authorized to execute said deeds upon city council approval of Ordinance #2021-26; and

**WHEREAS**, the City Council has determined that there is good cause for the action and that the

action will not be detrimental to the public interest, nor materially injure any person or the public interest.

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

**SECTION 1:** The right of way known as “a portion of 1300 West” is permanently abandoned and vacated as the city council deems it to be in the best interests of the health, safety and welfare of the citizens of Pleasant Grove. Said right-of-way is more particularly shown on Exhibit “A” which is attached hereto.

**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 shall be posted or published as required by law.

**SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE** by the City Council of Pleasant Grove City, Utah County, Utah, this 20<sup>th</sup> day of July, 2021.

---

Eric Jensen, Mayor Pro-Tem

ATTEST:

---

Kathy T. Kresser, MMC  
City Recorder

(SEAL)

Motion: Council Member \_\_\_\_\_

Second: Council \_\_\_\_\_

<b><u>ROLL CALL</u></b>	<b><u>Yea</u></b>	<b><u>Nay</u></b>	<b><u>Abstain</u></b>
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. 2021-26 was posted in the Daily Herald Newspaper on this \_\_\_\_ day of \_\_\_\_\_, 2021.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kathy T. Kresser, MMC, City Recorder

FILED  
14:057:0097

20.0' Waterline Easement

10.0' RMP Easement  
E#111419:2019

PARCEL B  
THE GROVE SUBDIVISION PLAT A  
E#82668:2017, MAP#15674

VALLEY GROVE IV LLC  
40:505:0007

$R=385.00'$   $L=83.08'$   $\Delta=12^{\circ}21'53''$   
 $CHB=S27^{\circ}04'46''E$   $CH=82.92'$

10.00' Water L  
E# \_\_\_\_\_

ROW area to be vacated

40.0' Sewer & Drainage Easement

$N89^{\circ}32'10''E$  651.89'

"Dedicated to Pleasant Grove City"  
42,649 Sq.Ft. 0.979 Acres

**LOT 4**  
198,330 Sq Ft.,  
4.553 Acres  
**989 S. 1300 W.**

**LOT 5**  
114,391 Sq Ft.,  
2.626 Acres  
**1018 S. 1300 W.**

10.0' PUE (TYP.)

10.0' PUE (TYP.)

10.0' RMP Easement  
E#111419:2019

30.0' Access Easement  
in favor of Pleasant Grove City  
E#202556:2020

10.0' RMP Easement  
E# \_\_\_\_\_

$N53^{\circ}35'20''W$  54.23'

$N0^{\circ}20'45''E$  11.66'

$S89^{\circ}32'25''W$  324.62'

ROCKWORKS NOAH'S LLC  
47:324:0001

LOT 1

700 NORTH STREET

$S89^{\circ}32'25''W$  30

50.0' Ingress and Egress  
E#50635, B:4311,

**LOT 2**  
NOAH'S LIFE SUBDIVISION  
E#19046:2015, Map #14535

2000 WEST

### **Part of 1300 West Street Road Vacation**

A road vacation being a part of 1300 West Street (Proctor Lane) described on that Pen and Ink – Plat A recorded December 18, 2020 as Entry No. 202556:2020 having Map#17454 in the Office of the Utah County Recorder. Said road vacation is located in the Southeast Quarter of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian and is described as follows:

**Beginning** at the northwesterly corner of Parcel B, Pen and Ink – Plat A; which is 1686.27 feet S.  $89^{\circ}32'43''$  W. along the Quarter Section line and 885.85 feet South from the East Quarter Corner of said Section 30; thence S.  $00^{\circ}20'45''$  W. 520.37 feet along the westerly line of said Parcel B; thence N.  $53^{\circ}35'20''$  W. 54.23 feet to the easterly line of Parcel B, The Grove Subdivision Plat A recorded August 24, 2017 as Entry No. 82668:2017 having Map # 15674 in the Office of said Recorder; thence N.  $00^{\circ}20'42''$  E. 589.18 feet along said Parcel B to a point of non-tangency with a 385.00 feet radius curve to the left, concave Northeast (Radius point bears N. $69^{\circ}06'10''$ E.); thence Southeasterly 83.08 feet along the arc of said curve , through a central angle of  $12^{\circ}21'53''$  (chord bears S. $27^{\circ}04'46''$ E. 82.92 feet); thence S. $33^{\circ}15'42''$ E. 32.36 feet; thence S. $89^{\circ}31'59''$ W. 12.26 feet to the **Point of Beginning**.

The above-described road vacation contains 24,649 sq. ft. in area or 0.566 acre, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** S.  $89^{\circ}37'43''$  W. per said Pen & Ink – Plat A along the Quarter Section line between the East Quarter corner and the West Quarter corner of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian.

## City Council Staff Report

July 20, 2021

Item 10A&B

### COMMERCIAL SUBDIVISION PLAT &

#### SITE PLAN

**REQUEST** Commercial Subdivision Plat called Pen and Ink Subdivision Plat 'B' and Site Plan occupying proposed Lots 2 & 3

**APPLICANT** Pleasant Grove Title Holder I, LLC

**ADDRESS** Approx. 1027 W 700 S

**ZONE** BMP (Business and Manufacturing Park) Zone

**GENERAL PLAN** The Grove/Industrial

**STAFF RECOMMENDATION** Recommend approval of the Commercial Plat & Site Plan

<b>ATTACHMENTS</b>	Property Zoning Map	7
	Property Aerial Map	8
	Existing Plat – Pen and Ink Plat A	9
	Final Plat – Pen and Ink Subdivision Plat 'B'	10
	Phasing Plan	11
	Site Plan	12
	Bike Path	13
	Landscape Plan	14
	Relevant Code	15
	Building Elevations	16-17
	Building Renderings	18

### Background

The applicant is requesting approval of 4-lot commercial subdivision called Pen and Ink Subdivision Plat 'B,' on property located at approximately 1027 West 700 South in BMP (Business and Manufacturing Park) Zone. The subject lots compose Parcel B of an existing subdivision, Pen and Ink Plat 'A.' With the approval of the new plat, Parcel B of Pen and Ink Plat 'A' will be vacated and become Lots 2 through 5 of the proposed plat, Pen and Ink Subdivision Plat 'B.' The subject property is currently vacant.

Also requested is approval of a site plan for two warehouse office buildings that will be completed in phases, on Lots 2 and 3 of the proposed subdivision.



## Analysis

### Plat

The proposed subdivision, Pen and Ink Subdivision Plat 'B' occupies a total area of approximately 29.61 acres, or 1,289,723 SF, and consists of 4 lots: Lot 2, 3, 4, and 5.

	Acres	Sq. Ft.
Lot 2	10.036	437,173
Lot 3	11.857	516,522
Lot 4	4.553	198,330
Lot 5	2.060	89,716

The lots meet all minimum requirements for the BMP (Business and Manufacturing Park) Zone:

Lot Requirements BMP (Business and Manufacturing Park) Zone	Feet
Area	1 acre
Frontage	40 FT
Width	No minimum

Therefore, the proposed subdivision meets all zoning requirements in the City Code. Engineering Staff also reviewed the proposed subdivision for all general requirements for subdivisions in City Code. Staff found that said general requirements were also met by the proposal.

### Site Plan

#### Description

The proposed site plan occupies Lots 2 and 3 of the proposed subdivision, Pen and Ink Subdivision Plat 'B.' The site plan includes two warehouse office buildings. The building occupying proposed Lot 2 will be approximately 193,316 SF, and the proposed building occupying proposed Lot 3 will be approximately 231,288 SF. These details are shown on the Site Plan on Page 11. The buildings will be completed in Phases. Phase 1 will include the proposed building on Lot 2, and Phase 2 will include the proposed building on Lot 3 that will be built at a later date. The applicant is seeking approval for the site plans for both phases of the project at this time.

#### Setbacks

In the BMP (Business and Manufacturing Park) Zone, the required front yard is 25 ft. In addition, for every additional foot of building height over 20 ft., the required front yard is area must increase by 1 additional foot. The proposed buildings are 42 ft. tall. Since the building is 22 ft. over 20 ft., 22 ft. will be added to the required 25 ft. front yard setback area, for a total required area of 47 ft. The proposed site plan appears to meet this requirement. No vehicular parking is permitted in the

required front yard area, and it must be appropriately landscaped according to the requirements of the Zone.

The required side yard setback is 10 ft. This yard must be appropriately landscaped, and driveways may not encroach. The proposed plans appear to meet this requirement.

The required rear yard setback is 20 ft., and the proposed plans appear to meet this requirement.

### Maximum Building Height

The maximum building height in this Zone is 45 ft. At 42 ft., the proposed building meets this requirement.

### Open Space

In the BMP Zone, at least 15% of the site must be maintained as permanent landscape open space.

The site plan meets this requirement. This landscaping is provided in the required setbacks, parking lot landscape planters, and within the 5-foot planter that surrounding the buildings.

Lot #	Total Square Footage	Open Space Provided	%
2	437,173	66,423	15.19
3	516,524	79,142	15.32

### Landscape

In this Zone, there is 25 ft. minimum required landscape buffer along public streets. The proposed site plan appears to meet this requirement. In addition, a 5 ft. landscaped strip is required around all buildings. Both buildings provide this, except for the side of the building that will be used for docks and loading.

There is not a specific quantity of shrubs required. There is only a size requirement, specifying that 70% of those that are provided are 5 gallon and 30% are 1 gallon.

City Code requires 15 trees to the gross acre should be used as a minimum standard, and large, mature trees are required to be planted along the perimeter that borders street frontages. Proposed Lot 2 and 3 total 21.9 acres. Therefore, 328 trees are required.

However, the Planning Commission has the ability to reduce the number of trees required as proposed amenities may be credited in exchange for trees. Exact numbers for the exchange of amenities for trees are not provided in the code. **It is the responsibility of the Planning Commission to determine if the proposed exchange is adequate. Please consider the following:**

Based on the acreage of 21.9 acres, 328 trees are required for the entire site area. The applicant has proposed 143 total trees. This is 185 trees short of the total tree requirement. Instead of 185 trees, they propose a pickleball court for employee use and a bike path along the eastern portion of the site.

### Parking

Since the proposed use of the new building is office and warehouse, the following parking requirements were used to calculate parking requirements for the site:

- Warehouse: 1 space per employee for the highest employment shift, or 1 space per 6,000 SF gross floor area, whichever is greater. Since there is some ambiguity as to how many employees will be present on each shift, the calculation based on the square footage of the building was used.
- Office: 1 space per 300 SF of gross floor area.

The breakdown of each use, the square footage allotted to each use, and the required amount of parking is described in the tables below:

	Use	SF	Parking Spaces Required	
Building 1	Office	40,000	134	
	Warehouse	155,308	26	
			Total Required: 160	Total Provided: 167

	Use	SF	Parking Spaces Required	
Building 2	Office	55,000	184	
	Warehouse	175,200	30	
			Total Required: 214	Total Provided: 214

For Building 1, with 167 total parking spaces, at least 6 ADA compliant spaces are required and for Building 2, with 214 total parking spaces, at least 7 ADA compliant spaces are required. The proposed site plan meets these requirements. Site details are shown on Page 11.

The submitted plans comply with existing City Code requirements for landscaping, design, setbacks, parking, and all other requirements for BMP (Business and Manufacturing Park) Zone.

## Recommendation from Planning – Pen and Ink Subdivision Plat ‘B’

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on July 8, 2021.

Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
 Author: Rylee Hall-City Planner

2. **Public Hearing: Preliminary Subdivision Plat – located at approx. 1027 W 700 S  
(Same White’s Lane Neighborhood) *\*This item was heard as item 6\****

Public Hearing to consider the request of Pleasant Grove Title Holder I, LLC for a preliminary commercial subdivision plat, called Pen and Ink Subdivision Plat ‘B’ on property located at approximately 1027 West 700 South in BMP (Business and Manufacturing Park) Zone.

**RECOMMEND APPROVAL**

**Motion:** At the Public Hearing, Commissioner Clyde moved the Planning Commission forward a recommendation of approval for the request of Pleasant Grove Title Holder I, LLC for the subdivision plat called Pen and Ink Subdivision Plat ‘B,’ on property located at approximately 1027 West 700 South in BMP (Business and Manufacturing Park) Zone; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

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

Commissioner Butler seconded the motion.

The Commissioners unanimously voted “Aye”. The motion carried.

Motion by: Commissioner Clyde

Seconded by: Commissioner Butler

AYE VOTES: Vice Chair Steele, Coombs, Butler, Clyde

NAY VOTES:

**Recommendation from PC – Site Plan Occupying Proposed Lots 2 and 3**

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on July 8, 2021.

3. **Public Hearing: Site Plan – Located at approx. 1027 W 700 S  
(Same White’s Lane Neighborhood) *\*This item was heard as item 7\****

Public Hearing to consider the request of Pleasant Grove Title Holder I, LLC for approval of a Site Plan for two, warehouse office buildings that will be completed in phases on property located at approximately 1027 West 700 South in BMP (Business and Manufacturing Park) Zone.

**RECOMMEND APPROVAL**

**Motion:** At the Public Hearing, Commissioner Coombs moved the Planning Commission forward a recommendation of approval for the request of Pleasant Grove Title Holder I, LLC for the proposed site plan on property located at approximately 1027 West 700 South in BMP (Business and



Manufacturing Park) Zone; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. All Final Planning, Engineering, and Fire Department requirements are met.
2. Allowing pickleball courts and bike path as amenities in replacement of landscaping trees in reference to 10-12A-8-3C.

Commissioner Clyde seconded the motion.

The Commissioners unanimously voted "Aye". The motion carried.

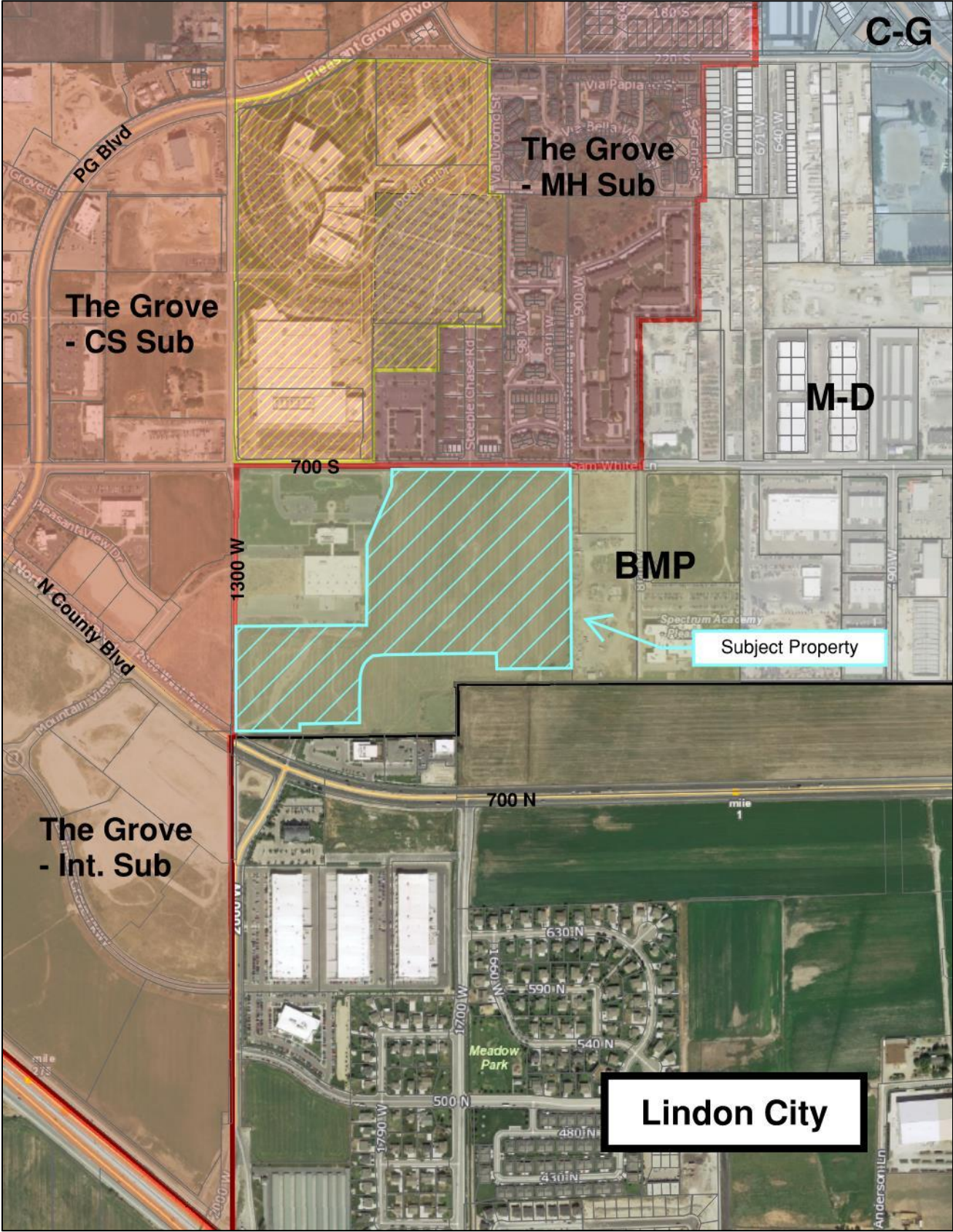
Motion by: Commissioner Coombs

Seconded by: Commissioner Clyde

AYE VOTES: Vice Chair Steele, Coombs, Butler, Clyde

NAY VOTES:

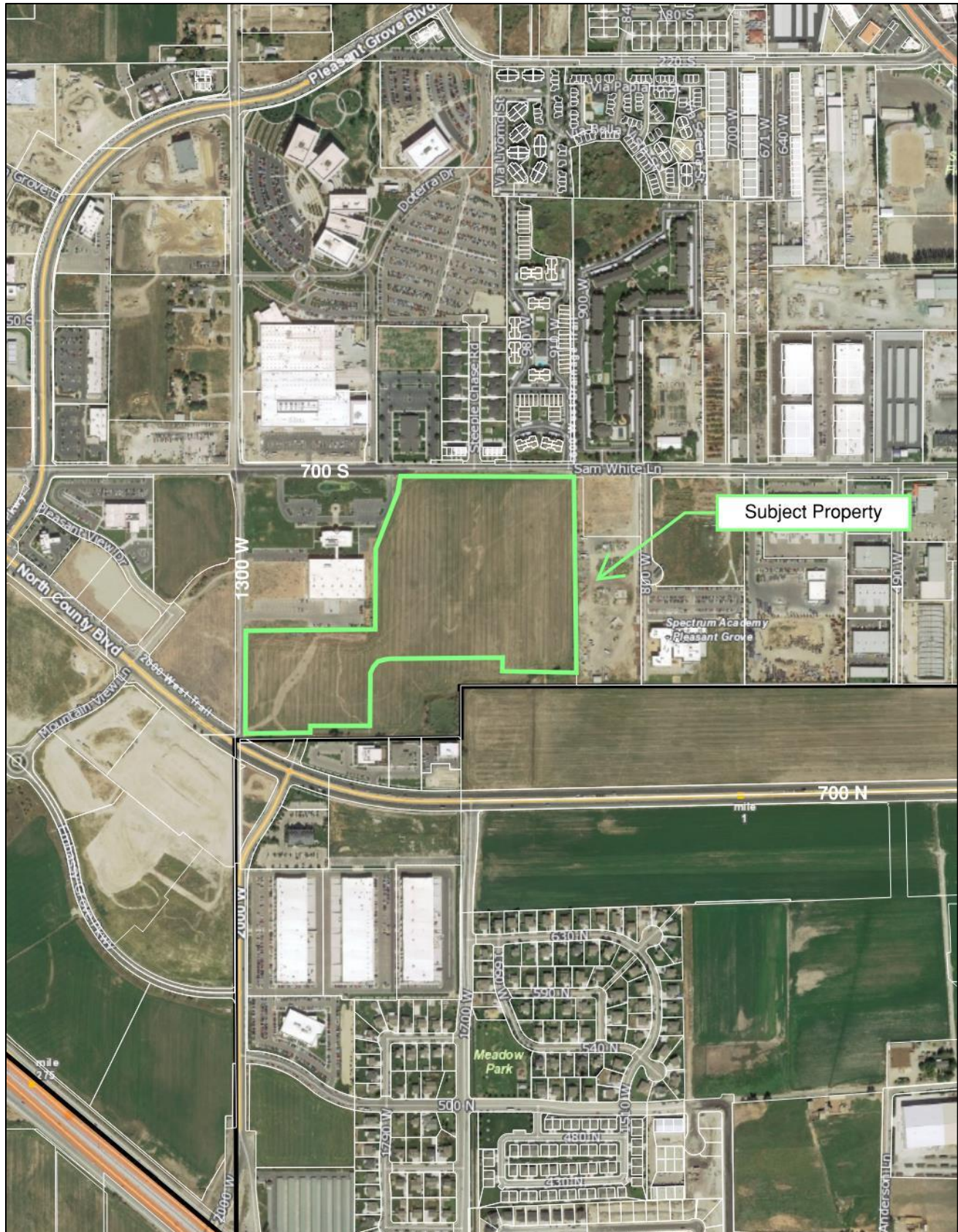
PROPERTY ZONING MAP



Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner



## PROPERTY AERIAL MAP

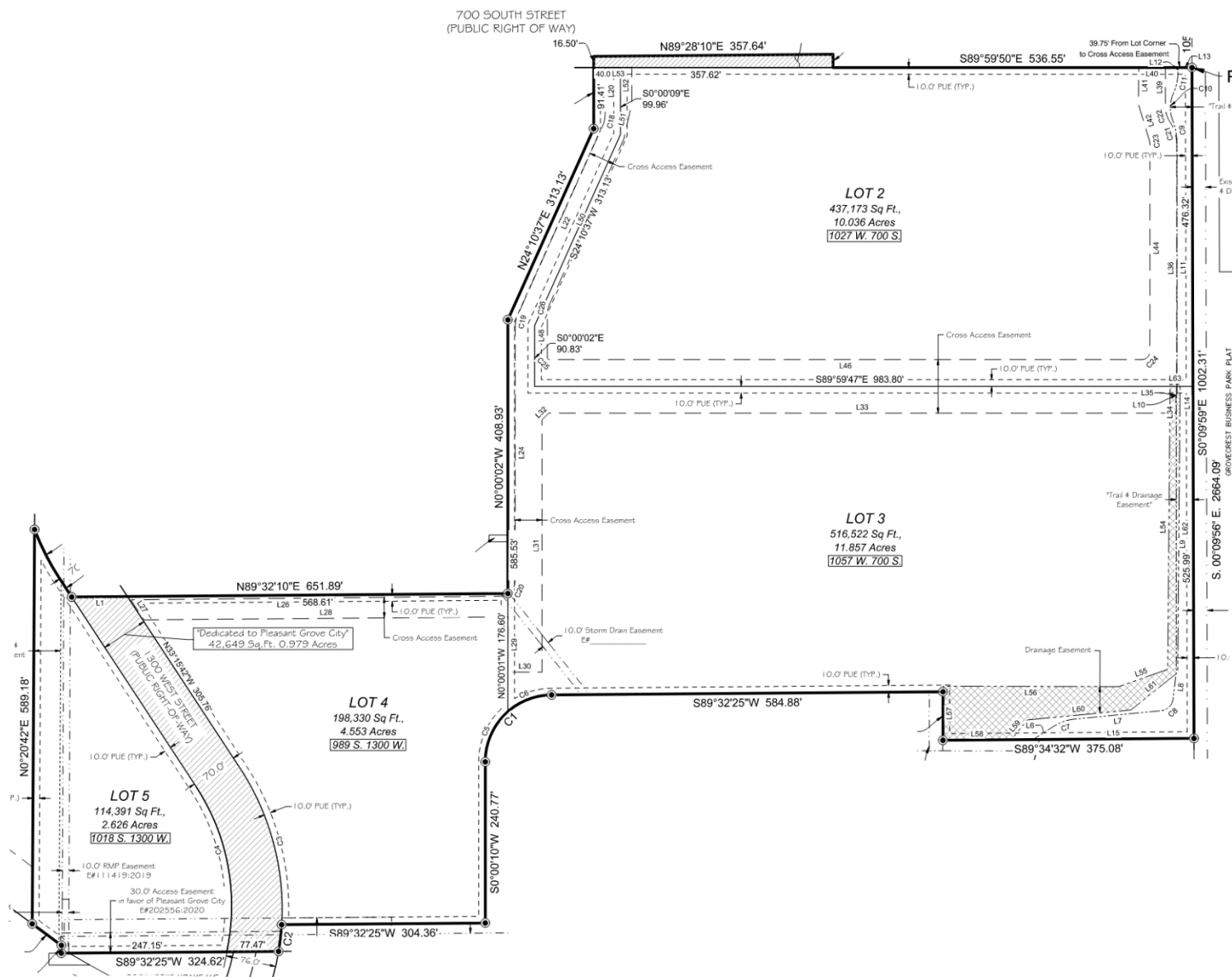


Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner

[illegible]



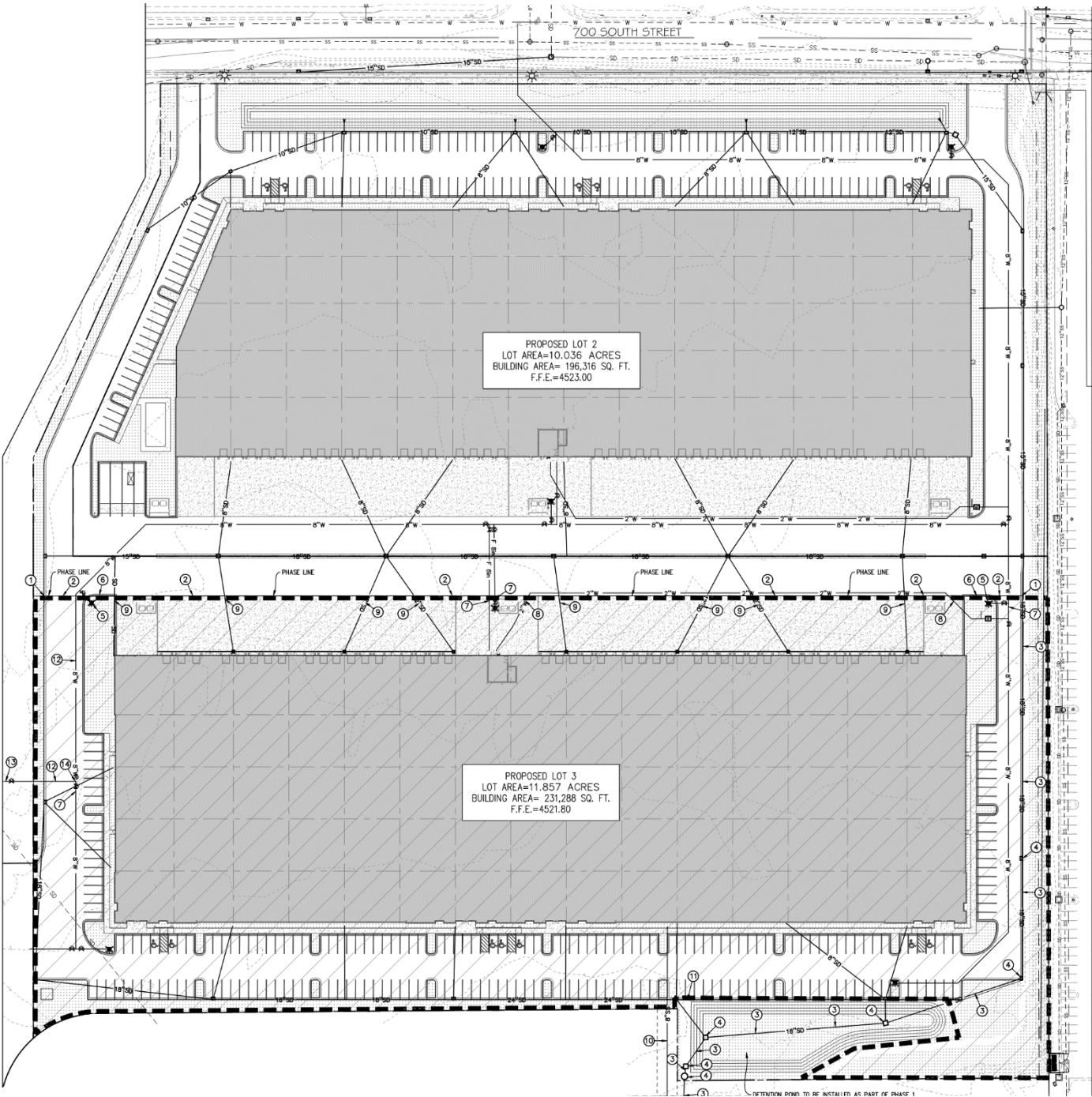
## FINAL PLAT – Pen and Ink Plat B



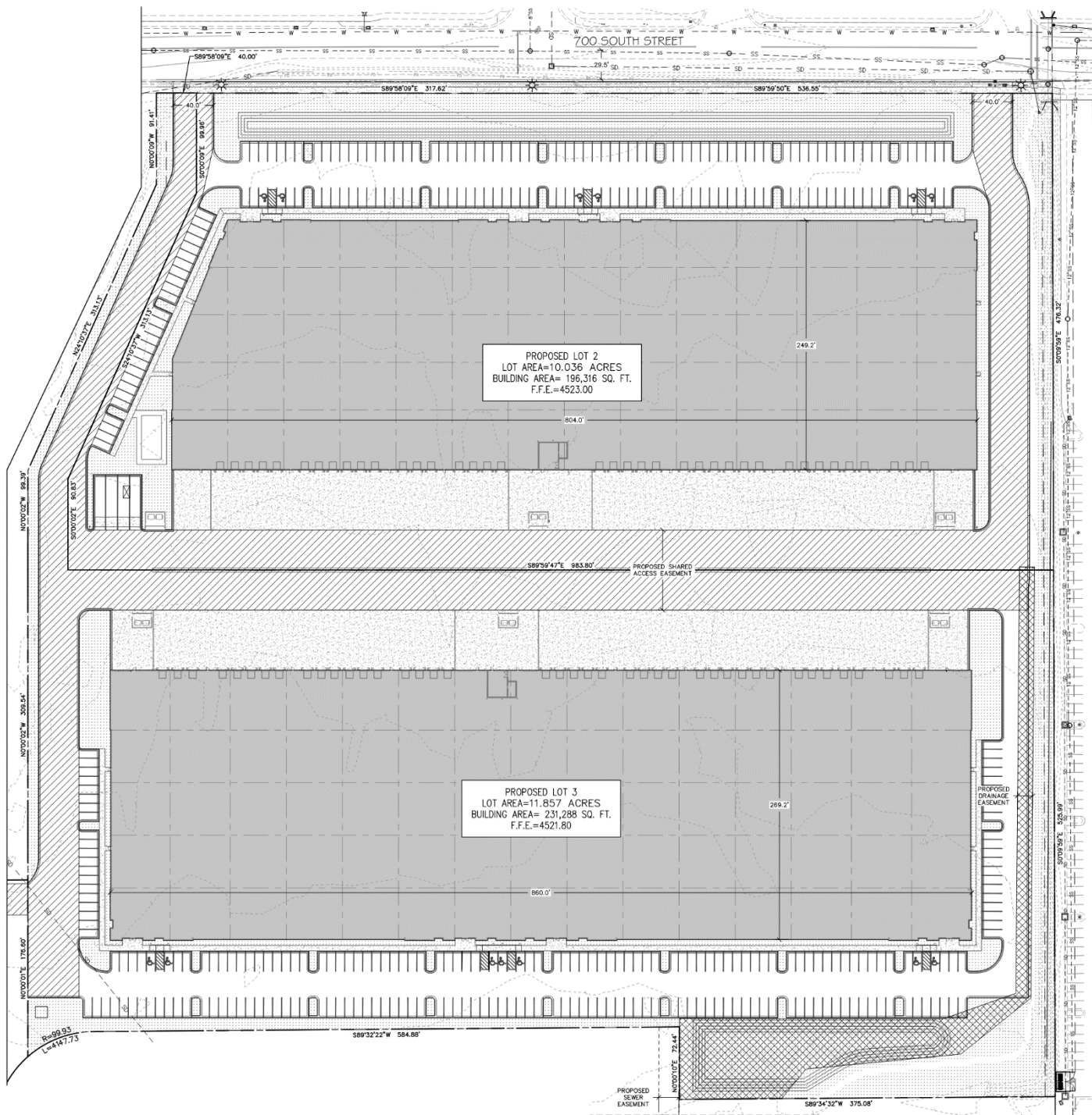
Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner

PHASING PLAN

 FUTURE PHASE (432,459 SQ. FT.)

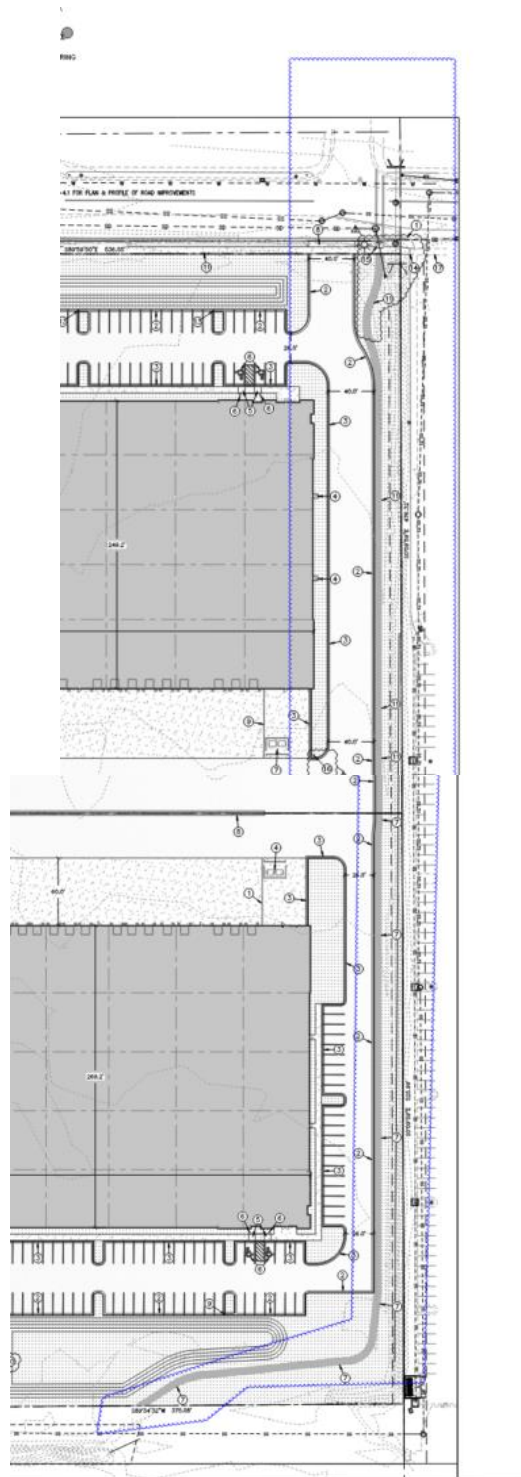


## SITE PLAN

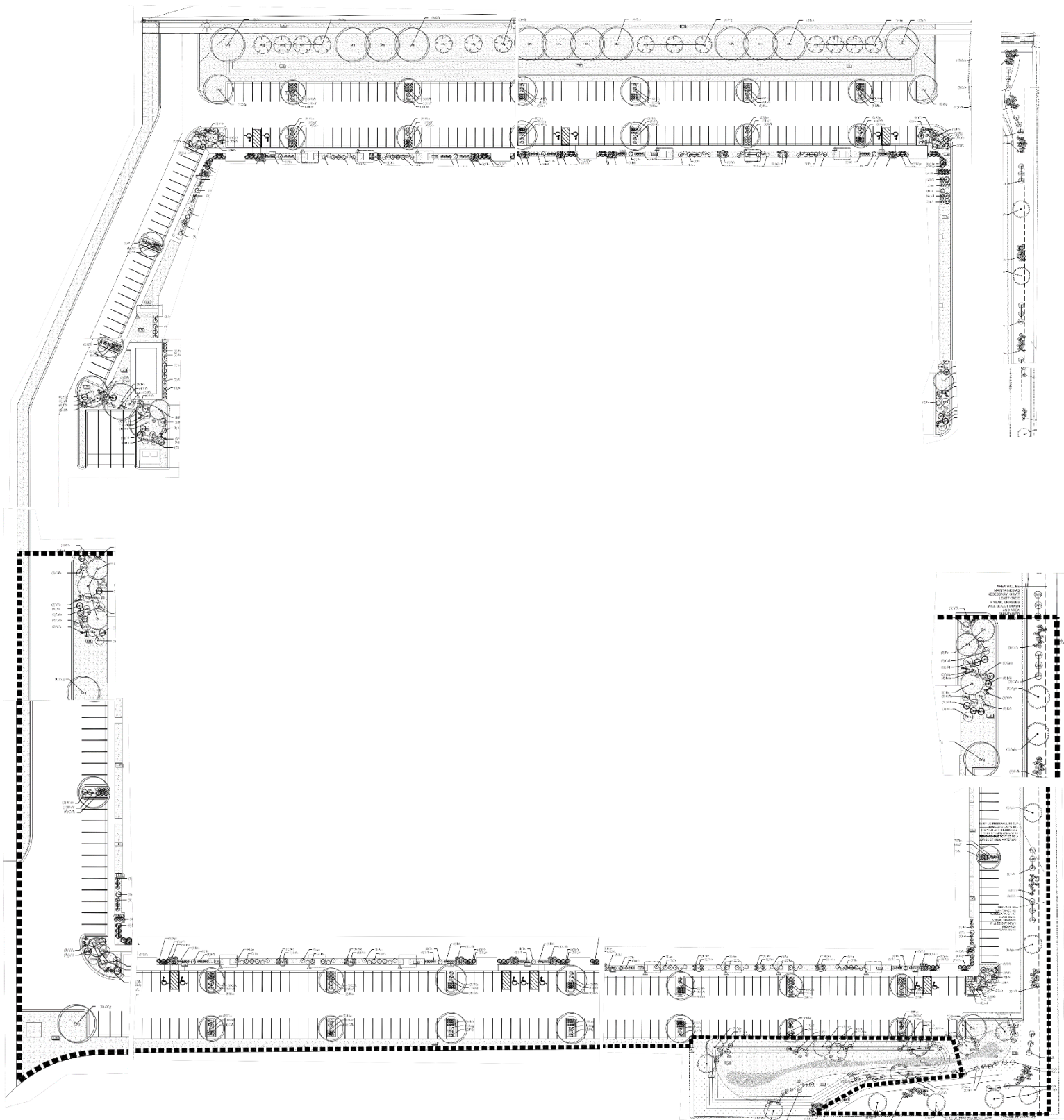


Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner

## BIKE PATH



# LANDSCAPE PLAN



Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
 Author: Rylee Hall-City Planner



## RELEVANT CITY CODE

### 10-12A-8: OTHER REQUIREMENTS:

B. Landscaping And Screening: The following landscaping provisions shall apply in the BMP Zone:

3. Area Of Landscape: A minimum of fifteen percent (15%) of the site shall be maintained in permanent landscaped open space.

C. Perimeter Street Trees: Large mature trees should be planted along perimeter public access street frontage. These trees should be three inch (3") to five inch (5") caliper trees, planted at least ten feet (10') from the sidewalk.

D. Tree Distribution: Fifteen (15) trees to the gross acre should be used as a minimum standard in developing the planting plans.

1. Tree Size: All deciduous trees shall be one and three-fourths inch ( $1\frac{3}{4}$ " ) to two inch (2") caliper at the time of planting.

2. Minimum Size, Height: No deciduous trees of less than one and one-half inch ( $1\frac{1}{2}$ " ) caliper will be accepted, nor will evergreen trees less than six feet (6') in height be accepted. No bare root stock will be accepted.

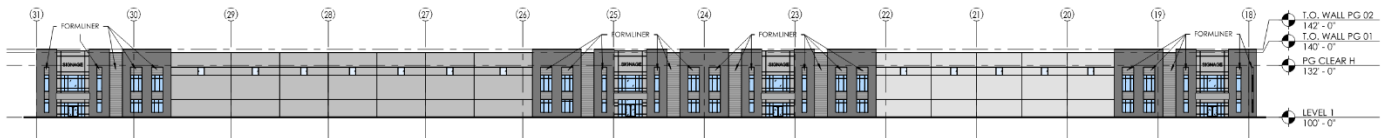
3. Review By Planning Commission: The Planning Commission shall review all landscaping plans prior to approval. The Planning Commission may adjust the overall tree density requirements with the following guidelines:

a. Existing stands of good quality trees and shrubs (as listed by the Beautification and Shade Tree Advisory Commission) will be maintained and incorporated into overall design. Efforts to save and incorporate such plantings may reduce tree planting requirements.

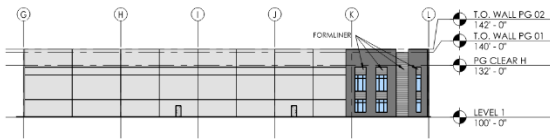
b. Trees proposed with calipers larger than five inches (5") will have more value (or credit) than trees with minimum sizes allowed by Code (1 larger tree may equal multiple small trees).

c. Proposed amenities, water features and other nonvegetative landscaping elements may be credited towards overall tree requirements.

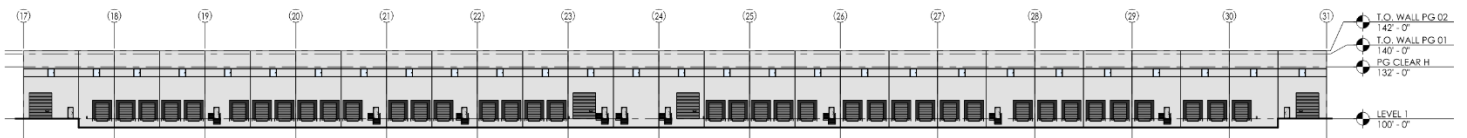
# BUILDING ELEVATIONS – Building 1



**3 Building 1 Elevation North**  
A200  
1/32" = 1'-0"



**1 Building 1 Elevation - East**  
A200  
1/32" = 1'-0"

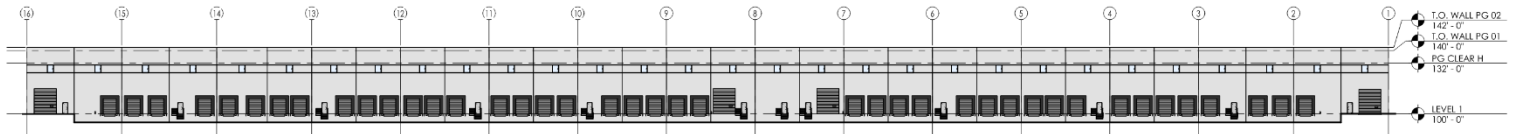


**4 Building 1 Elevation - South**  
A200  
1/32" = 1'-0"

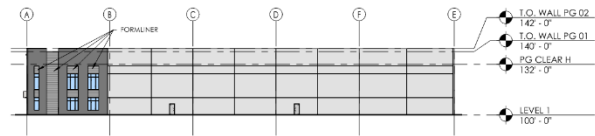


**2 Building 1 Elevation - West**  
A200  
1/32" = 1'-0"

## BUILDING ELEVATIONS – Building 2



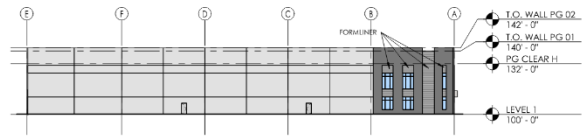
1 Building 2 Elevation - North  
1/32" = 1'-0"



2 Building 2 Elevation - East  
1/32" = 1'-0"



3 Building 2 Elevation - South  
1/32" = 1'-0"



4 Building 2 Elevation - West  
1/32" = 1'-0"

## RENDERINGS



**RESOLUTION NO. 2021-032**

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH PLEASANT GROVE TITLE HOLDER I, LLC, aka DAKOTA PACIFIC REAL ESTATE PARTNERS III, LP REGARDING A MULTI-USE DEVELOPMENT LOCATED AT APPROXIMATELY 1027 WEST AND 700 SOUTH, PLEASANT GROVE, UTAH PROVIDING FOR ROADWAY DEDICATIONS, 1300 WEST REALIGNMENT, STORMWATER FACILITIES AND OTHER RELATED MATTERS AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.**

**WHEREAS**, City is a municipality and political subdivision of the State of Utah classified as a third-class city under Utah Code Ann. § 10-2-301 and located within Utah County, State of Utah; and

**WHEREAS**, City is the owner of certain real property which is the intended site and location for a regional stormwater detention facility and all related improvements and infrastructure; and

**WHEREAS**, Developer is the owner of certain real property which is currently being developed by Developer as part of a multi-use, multi-development lot project commonly referred to as the “East 15 Commerce Park;” and

**WHEREAS**, As of the Effective Date, Developer has applied for and submitted preliminary site plans, an amendment to an existing subdivision plat, and certain other engineering and technical submittals to the City in connection with the development of the Developer Property; and

**WHEREAS**, City is legally authorized to enter into development agreements in appropriate circumstances in order to, among other things, promote orderly development of property within its boundaries, to implement the City’s General Plan, to promote and advance development in the BMP Zone (as defined below), and to provide for the necessary funding, design, permitting, approval, construction, and completion of certain public roadways, utilities, infrastructure, facilities, systems, and/or other improvements that are necessary or desirable in order to develop and improve the Developer Property, the City Property, and the City, as a whole; and

**WHEREAS**, This Agreement is being entered into by the City and Developer to, among other things, set out Developer’s rights and obligations with respect to the development and use of the Developer Property and to cover topics dealing with, among other things, the (i) relocation and re-alignment of “1300 West Street” (including, the Developer’s dedication and exchange of real property in connection with the relocation of “1300 West Street” and the City’s obligation to vacate and quitclaim to Developer (for no monetary consideration) a portion of the existing “1300 West Street”), (ii) Developer’s dedication and exchange of real property in connection with “700 South Street” and the City’s obligation to vacate and quitclaim to Developer (for no monetary consideration) that portion of the existing “700 South Street” right-of-way that the City determines it no longer requires for public purposes, (iii) the City’s construction of all or a portion of the



Stormwater Facility and Developer's rights to use the Stormwater Facility, if desired, in order to accommodate the storm water needs for the Developer Property, and (iv) other matters as contained in this Agreement.

**WHEREAS**, City and Developer have reached mutual agreement as to the responsibilities and terms of said construction and maintenance; and

**NOW THEREFORE, BE IT RESOLVED** as follows:

The Mayor is authorized to enter into and sign a Development Agreement with Pleasant Grove title Holder I, LLC, Pleasant Grove, Utah. Said Development Agreement is attached hereto and incorporated herein as Exhibit "A."

**SECTION 2.**

The provisions of this Resolution shall take effect immediately.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH**  
this, 20<sup>TH</sup> day of July, 2021

\_\_\_\_\_  
Eric Jensen, Mayor Pro-Tem

ATTEST: (SEAL)

\_\_\_\_\_  
Kathy T. Kresser, MMC  
City Recorder

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

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

**WHEN RECORDED, PLEASE RETURN TO:**

**PARSONS BEHLE & LATIMER**

One Utah Center

201 South Main Street, Suite 1800

Post Office Box 45898

Salt Lake City, Utah 84145-0898

Attention: Brian P. Rosander

*Space above for County Recorder's Use*

Tax Parcel I.D. Nos – 49:944:0002 and 49:944:0003

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**DEVELOPMENT AGREEMENT FOR EAST 15 COMMERCE PARK**

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THIS DEVELOPMENT AGREEMENT FOR EAST 15 COMMERCE PARK (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the **CITY OF PLEASANT GROVE, UTAH**, a municipal corporation under the laws of the State of Utah (the “City”), and **PLEASANT GROVE TITLE HOLDER I, LLC**, a Utah limited liability company, and certain related or to-be-formed entities or affiliates owned or managed by Dakota Pacific Real Estate Partners III, LP or its assigns (“Developer”). The City and Developer are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

**RECITALS**

A. The City is a municipality and political subdivision of the State of Utah classified as a third-class city under Utah Code Ann. § 10-2-301 and located within Utah County, State of Utah. In addition, the City is the owner of certain real property more particularly described in Exhibit “B” attached hereto (the “City Property”), which is the intended site and location for a regional stormwater detention facility and all related improvements and infrastructure, being more particularly defined and described as the Stormwater Facility (as defined below).

B. Developer is the owner of certain real property more particularly described in Exhibit “A” attached hereto (the “Developer Property”), which is currently being developed by Developer as part of a multi-use, multi-development lot project commonly referred to as the “East 15 Commerce Park.” As of the Effective Date, Developer has applied for and submitted preliminary site plans, an amendment to an existing subdivision plat, and certain other engineering and technical submittals to the City in connection with the development of the Developer Property.

C. The City is legally authorized to enter into development agreements in appropriate circumstances in order to, among other things, promote orderly development of property within its boundaries, to implement the City’s General Plan, to promote and advance development in the BMP Zone (as defined below), and to provide for the necessary funding, design, permitting, approval, construction, and completion of certain public roadways, utilities, infrastructure,

facilities, systems, and/or other improvements that are necessary or desirable in order to develop and improve the Developer Property, the City Property, and the City, as a whole.

D. This Agreement is being entered into by the City and Developer to, among other things, set out Developer's rights and obligations with respect to the development and use of the Developer Property and to cover topics dealing with, among other things, the (i) relocation and realignment of "1300 West Street" (including, the Developer's dedication and exchange of real property in connection with the relocation of "1300 West Street" and the City's obligation to vacate and quitclaim to Developer (for no monetary consideration) a portion of the existing "1300 West Street"), (ii) Developer's dedication and exchange of real property in connection with "700 South Street" and the City's obligation to vacate and quitclaim to Developer (for no monetary consideration) that portion of the existing "700 South Street" right-of-way that the City determines it no longer requires for public purposes, (iii) the City's construction of all or a portion of the Stormwater Facility and Developer's rights to use the Stormwater Facility, if desired, in order to accommodate the storm water needs for the Developer Property, and (iv) other matters as contained in this Agreement.

E. The City acknowledges that Developer is relying on the legality and continuing validity of this Agreement, including, but not limited to, the uses and development rights as set forth in this Agreement in favor of Developer in connection with the use and development of the Developer Property.

## AGREEMENT

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

### **I. DEVELOPER PROPERTY**

1.1 Zoning of Developer Property. As of the Effective Date, the Developer Property has the zoning designation of the Business and Manufacturing Park Zone ("BMP Zone"), which is established by the City to provide for a mixture of research, office, and certain specialized light manufacturing uses. The City agrees and acknowledges that the Developer Property is vested as to all uses and development rights in accordance with the provisions of the BMP Zone as of the Effective Date, and as otherwise set forth in this Agreement.

1.2 Phasing of Developer Property. The Parties acknowledge that the most efficient and feasible development of the Developer Property is dependent on factors such as market demand, interest rates, general economic growth, competition, and other applicable factors and conditions. Accordingly, the timing, sequencing, and phasing of development of the Developer Property (including, the development lots being created and subdivided on the Developer Property) shall be determined by Developer in its subjective business judgment and discretion. Developer shall have the right to apply for, process, and, subject to compliance with the City's lawful and applicable development code and ordinances (collectively, the "City's Development Code"), the right to concurrently or sequentially receive approval of, one or more legislative and/or administrative approvals, including, any site plan approvals, subdivision plat approvals, permitting

approvals (including, without limitation, grading and building permits applicable to the Developer Property), and other land use approvals, entitlements, and building approvals with respect to the Developer Property.

1.3 Approval of Developer Property. Developer has the vested right to develop the Developer Property consistent with, and subject to, this Agreement and the City's Development Code, and the vested right to have preliminary and final site plans, subdivision plats, and other engineering and technical submittals approved by the City, subject to compliance with the City's Development Code and this Agreement.

## **II. ROADWAY DEDICATIONS AND IMPROVEMENTS**

2.1 Developer's Roadway Dedications. As set forth further in the "Owners Dedication" language on Sheet 1 of that certain Pen & Ink Subdivision – Plat B (the "Plat") currently being processed with the City, Developer has agreed to accommodate the City's request to relocate and re-align "1300 West Street" by dedicating to the City a right-of-way through the Developer Property and to dedicate a portion of the Developer Property adjacent to "700 South Street", each in those locations identified on the Plat, with each dedication and rights-of-way being made available for public use. The actual recordation of the Plat in the Official Records (as defined below) will effectuate the Developer's offer of dedications to the City and the City's concurrent acceptance of such dedications for those specific portions of the re-aligned "1300 West Street" and "700 South Street". The aforementioned dedications to the City and acceptance of such property and rights-of-way by the City are being made without warranty or covenants of title of any kind and are made subject to the provisions of Section 9.18 below. To the extent any additional property or rights-of-way or access rights are needed beyond the portion of the re-aligned "1300 West Street" being offered by Developer, the City will be responsible for securing any such additional property, rights-of-way, or other rights and interests from adjacent landowners (and not Developer or by way of any additional portions of the Developer Property). The City agrees and acknowledges that no other roadway dedications or other dedications to the public are being required of Developer in order to develop the Developer Property and to satisfy any conditions of approval or requirements for the Developer Property, including, any requirements under this Agreement, the City's Development Code, and the BMP Zone; provided, however, the Plat does establish a non-exclusive easement and right-of-way solely for ingress and egress by pedestrian and bicycle traffic in favor of the public over, through, and across specific portions of "Lot 2" and "Lot 3" of the Developer Property, identified on the Plat as the "Trail and Drainage Easement".

2.2 City and Developer's Obligations for Pioneering Road and Improvements. The City will take the lead in and have the sole responsibility for funding, designing, permitting, approving, and constructing a 36' wide pioneering road through those specific portions of the re-aligned "1300 West Street" ("Pioneering Road"), which will include all necessary utility systems under the Pioneering Road. The City agrees and acknowledges that Developer will have no obligation to participate in or contribute to the Pioneering Road and any reimbursable utility systems under the Pioneering Road (as such road improvements and utilities are further described in that certain MPO Transportation Project Selection Concept Report ("Concept Report"). However, Developer will be required to pay for or reimburse the City for any non-reimbursable utilities required by the City or requested by Developer for the development of the Developer Property. During the design phase for the Pioneering Road and any necessary utility systems under

the Pioneering Road, the City will give Developer the opportunity to elect to have the City design, permit, and construct any additional or up-sized utilities and conduits under the Pioneering Road in order to serve the Developer's adjacent development lots (identified on the Plat as "Lot 4" and "Lot 5"), at Developer's equitable cost and expense; provided, however, any such additional or up-sized utilities and conduits under the Pioneering Road shall be deemed public and not private utilities and conduits. Any additional or upsized utility systems under or in connection with the Pioneering Road, if required by the City or requested for the City's or the general public's benefit, will be the sole responsibility of the City. The City's efforts and/or inability to secure any additional property, rights-of-way, or other rights and interests from adjacent landowners (as provided in more detail in Section 4.1 below) will not delay, hinder, condition, or excuse the City's obligations to fund, design, permit, approve, and complete the construction of the Pioneering Road and all necessary utility systems under the Pioneering Road and to vacate and quitclaim the portion of the existing "1300 West Street" in accordance with Section 2.5 below. As of the Effective Date, the City has been approved to receive regional transportation funds made available through the County of Utah and the Mountainland Association of Governments ("MAG") in the amount of \$625,247 and contributing funds from the City in the amount of \$45,403, for a combined available amount of \$670,650. The City will use good faith, best efforts to complete construction of the Pioneering Road and any necessary utility systems under the Pioneering Road and open the Pioneering Road for public vehicular use by October 15, 2022.

2.3 Developer's Rights to Takeover and Complete the Pioneering Road and Improvements. If Developer desires to expedite the completion of the Pioneering Road and any necessary utility systems under the Pioneering Road in order to complete such work before October 15, 2022, the City hereby grants Developer the following option, which is to be elected at the Developer's discretion:

(a) Developer Handling Design, Engineering, Bidding, and Construction Work. If the City determines that there is an acceptable mechanism to reimburse Developer for constructing and completing the Pioneering Road and any necessary utility systems under the Pioneering Road (including, those reimbursable utility systems described in the Concept Report) and such reimbursement mechanism is acceptable to Developer, in its subjective business judgment and discretion, then the City will permit and grant all rights and approvals necessary for Developer to take the lead in coordinating and advancing the costs and expenses for designing, engineering, bidding, constructing, and completing the Pioneering Road and any necessary utility systems under the Pioneering Road. If the option under this subpart (a) is elected by Developer, Developer and the City will cooperate and take all actions necessary and execute all appropriate instruments and agreements for (i) Developer to have all rights to take over the responsibility for coordinating and advancing the costs and expenses for designing, engineering, bidding, constructing, and completing the Pioneering Road and any necessary utility systems under the Pioneering Road, and (ii) for Developer to be reimbursed by the City from the secured transportation funds made available through the County of Utah, MAG, and the City and any other potential funding sources secured by the City and being contributed for the Pioneering Road and any reimbursable utility systems under the Pioneering Road. If the option under this subpart (a) is elected by Developer, Developer will be reimbursed by the City for an amount equal to Developer's actual out-of-pocket costs and expenses for the coordinating, designing, engineering, bidding, constructing, and completing the Pioneering Road and any necessary utility systems under the Pioneering Road that are reimbursable as part of the secured funds or part of a separate



reimbursement agreement and/or credit arrangement, with invoices for such actual out-of-pocket costs and expenses being reviewed and approved in advance by the City (with such approval not being unreasonably withheld, delayed, or conditioned). Invoices will be paid to the Developer once payment is received from the funding source or will otherwise be paid or applied pursuant to the separate reimbursement agreement and/or credit arrangement. In summary, the option under this subpart (a) involves Developer taking the lead for coordinating, designing, engineering, bidding, constructing, and completing the Pioneering Road and any necessary utility systems under the Pioneering Road and the City being responsible for reimbursing Developer's actual out-of-pocket costs and expenses.

2.4 Future Expansion of Pioneering Road. Future expansion and improvements to the Pioneering Road (that is, any future expansion of the Pioneering Road beyond the 36' wide portion provided for in Section 2.2 above) and the construction of any applicable asphalt, curbs, gutters, storm drain inlets, landscaping strips, and sidewalks in accordance with the City's Development Code within the remaining portions of the re-aligned "1300 West Street" will occur as development of Developer's adjacent development lots (identified on the Plat as "Lot 4" and "Lot 5") occurs (subject to the timing and conditions of Section 1.2 above) and at the cost and expense of Developer.

2.5 City's Obligation to Vacate and Quitclaim. In exchange for and as part of the consideration for Developer's willingness to accommodate the City's request to relocate and re-align "1300 West Street" and to dedicate those portions of the Developer Property applicable to "1300 West Street" and "700 South Street", pursuant to and in those locations identified on the Plat, the City has agreed to vacate and quitclaim to Developer (for no monetary consideration being paid by Developer) those portions of (i) the existing "700 South Street" right-of-way that the City has determined it no longer requires for public purposes, and (ii) the existing "1300 West Street" that was previously dedicated along the western boundary of Parcel B under the Pen and Ink – Plat A Subdivision (Final Plat), recorded in the Official Records on December 18, 2020, as Entry No. 202556:2020 and as Map File #17454, Map Book-Page: 49:944. Developer acknowledges that the portion of the existing "1300 West Street" to be vacated and quitclaimed by the City may need to remain subject to certain existing utility easements and lines for power, sewer, water, telecommunications, and/or drainage systems (to be further assessed and determined in the future by the Parties), but the City agrees that such portion of the existing "1300 West Street" will be fully vacated by the City as a public road (including, that such portion will no longer be made available for vehicular, pedestrian, or other use by the public) and made available to Developer for development purposes (including, by way of example, to satisfy any applicable setback requirements and to construct surface improvements (i.e. drive aisles, landscaping, parking improvements, etc.)) in connection with the Developer Property, provided that any such surface improvements must comply with any surviving terms, conditions, and restrictions, if any, applicable to the existing utility easements that are determined will remain. Developer acknowledges and agrees that the City will need to reserve a temporary public access easement over the existing "1300 West Street" until the Pioneering Road is complete and open for vehicular use. As of the Effective Date, the City has already vacated and will concurrently with the recording of this Agreement quitclaim to Developer (by way of two separate quitclaim deeds acceptable to the Parties) those portions of (1) the existing "700 South Street" right-of-way that the City has determined is no longer required for public purposes (which is being integrated into and made part

of “Lot 2” of the Developer Property), and (2) the existing “1300 West Street” (which is being integrated into and made part of “Lot 5” of the Developer Property).

### **III. STORMWATER FACILITY**

3.1 City’s Obligations for Stormwater Facility. The City will take the lead in and have the sole responsibility for funding, designing, permitting, approving, and constructing a regional stormwater detention facility and all related improvements and infrastructure on the City Property (collectively, the “Stormwater Facility”), at the City’s cost and expense. As of the Effective Date, the City has commenced and will continue to work diligently on the final design plans for the Stormwater Facility. As of the Effective Date, the Parties acknowledge that there is no timeframe on when the Stormwater Facility will be funded, permitted, commence construction, or reach final completion.

3.2 Developer’s Rights to Connect to Stormwater Facility. As of the Effective Date, the preliminary site plan prepared and submitted by Developer to the City in connection with the proposed development of the Developer Property (consisting of two buildings on “Lot 2” and “Lot 3” of the Developer Property) anticipates that all retention, detention, and other storm water improvements for a 100-year storm event will be handled within and supported by the Developer Property. However, as part of or after the construction and final completion of the Stormwater Facility, the City hereby grants Developer the right, but not any obligation, to connect one or more outlets from the Developer Property and the Developer’s on-site storm water system directly to the Stormwater Facility through the existing or future ditches (or such other locations mutually approved by the City and Developer) that connect or will connect the Developer Property to the Stormwater Facility. The rights granted to Developer by the City under this Section 3.2 to connect to and use the Stormwater Facility, including, to connect one or more outlets to the Stormwater Facility, if desired, shall be in effect during the entire Term (as defined below) and apply to all development “lots” within the Developer Property in order to accommodate the storm water needs of the Developer Property. The then owner of each development “lot” within the Developer Property may be required to execute a separate line or outlet extension agreement with the City prior to connecting to the Stormwater Facility and it shall be the responsibility of the then owner of each development “lot” within the Developer Property to extend a stormwater line or outlet to the development “lot” being developed according to the terms, conditions, and requirements of such separate line or outlet extension agreement.

3.3 Developer’s Rights to Construct Stormwater Facility. If desired by Developer for the development and use of all or any portions of the Developer Property, the City and Developer will endeavor to work on a mutually beneficial and equitable arrangement whereby Developer will have the right to construct all or certain select portions of the Stormwater Facility. As part of the consideration for Developer’s efforts to construct any portions of the Stormwater Facility (in addition to other reimbursements or consideration that may be owing to Developer under this Agreement), if elected and desired by Developer, the City has agreed to transfer, grant, and convey all rights to Developer to own and use the excavated dirt and soils from and underneath the City Property arising from and in connection with the excavation and construction of all or any select portions of the Stormwater Facility. In addition, Developer will be reimbursed by the City directly or under a mutually agreed upon reimbursement agreement or credit arrangement (for example, a waiver or credit of development fees (for example, impact fees)) against any fees lawfully applied

to the Developer Property. In the event that Developer elects to construct all or certain select portions of the Stormwater Facility pursuant to this Section 3.3, the City will fully cooperate and coordinate with Developer and establish mutually agreed upon timelines and funding mechanisms, reimbursement agreements, or credit arrangements for those portions of the Stormwater Facility that Developer elects to construct or otherwise requires for the storm water needs of the Developer Property, which timelines, funding mechanisms, reimbursement agreements, and/or credit arrangements must be reviewed, approved, and deemed to be in final form and acceptable to the City and Developer prior to commencement of any construction on the Stormwater Facility. Furthermore, if the Developer elects to construct all or certain select portions of the Stormwater Facility, the City will be and remain responsible for funding, designing, permitting, and approving the Stormwater Facility as well as funding, designing, permitting, approving, and installing the Stormwater Facility control structures and landscaping. In order for Developer to construct all or certain select portions of the Stormwater Facility, the Developer will require and the City will provide a completed set of engineered drawings, plans, and specifications for the Stormwater Facility, which will include, but not be limited to, grading plans, low-impact development design specifications, landscaping plans, inlet and outlet structure designs, and other standard information necessary to bid out and complete the work associated with the Stormwater Facility.

#### **IV. SIGNALIZED INTERSECTION**

4.1 City's Obligation. The City will use good faith, best efforts and coordinate with the Utah Department of Transportation and the City of Lindon, Utah to have a signalized intersection installed at the re-aligned "1300 West Street" and "700 North Street" located in the City of Lindon, Utah (also commonly referred to as "North County Boulevard").

#### **V. REIMBURSEMENT AGREEMENTS**

5.1 Reimbursement Agreements. For any City utility, roadway, infrastructure, facilities, systems, and/or other improvements that are developed or constructed by Developer pursuant to this Agreement, including, under Section 2.3 and Section 3.3 above, either on or off of the Developer Property and/or the City Property, Developer will be reimbursed by the City directly or under a mutually agreed upon reimbursement agreement or credit arrangement (for example, a waiver or credit of development fees (i.e., impact fees)) against any fees lawfully applied to the Developer Property; provided, however, construction of the proposed 6' wide pedestrian and bike path anticipated to be located near the existing ditch on the Eastern boundary of "Lot 2" and "Lot 3" of the Developer Property will be the sole responsibility of Developer, at its sole cost and expense.

5.2 Reimbursements to Developer. For any City utility, roadway, infrastructure, facilities, systems, and/or other improvements that are developed or constructed by Developer pursuant to this Agreement, including, under Section 2.3 and Section 3.3 above, either on or off of the Developer Property and/or the City Property, the City agrees to fund such improvements and, pursuant to Section 2.2 above, the City will secure, utilize, and maximize all transportation funds made available through the County of Utah and MAG, and any matching or contributing funds from the City and other potential funding sources, public funds, bonds, or taxes. In doing so, the City shall reimburse or cause to be reimbursed Developer for its actual costs and expenses to design, develop (including, going through any land use approval and entitlement process), and

construction of any utility, roadway, infrastructure, facilities, systems, and/or other improvements that are constructed by Developer, up to an amount equal to Developer's actual out-of-pocket costs and expenses for such efforts and construction. In the exercise of the City's legislative discretion and the City's right to enter into a contract, the City agrees and acknowledges that as part of the Developer's approval of, one or more subdivision plats (including, the Plat), site plans, building permits, and other land use, entitlement, and building approvals with respect to the Developer Property, if it is determined that adequate public facilities or infrastructure (including, by way of example, the Pioneering Road and the Stormwater Facility) are not then available or will not be available at levels of service within a reasonable period of time, so as to assure that such services will be available at the time of occupancy of the applicable portions of the Developer Property, then the City agrees and acknowledges that the Developer may voluntarily agree to advance the costs and expenses necessary to provide for such public facilities and improvements and meet the applicable levels of service necessary for those portions of the Developer Property and Developer will be entitled to direct monetary reimbursement by the City or under a mutually agreed upon reimbursement agreement or credit arrangement (for example, a waiver or credit of development fees (i.e., impact fees)) against any fees lawfully applied to the Developer Property. In doing so, the City will secure and transfer (including, making direct monetary payments) for the benefit of Developer for all transportation funds made available through the County of Utah, MAG, and any matching or contributing funds from the City and other potential funding sources, public funds, bonds, or taxes. In addition, the City agrees to execute and deliver all documents, provide all information, and take all further acts reasonably necessary in order to carry out more effectively the intent and purposes of this Section 5.2 and the actions contemplated hereby.

## **VI. CITY'S COOPERATION WITH DEVELOPMENT APPROVALS**

6.1 City's Cooperation with Development Approvals. By accepting this Agreement, the City agrees to cooperate with Developer in the upcoming and anticipated development of "Phase 1" of the Developer Property (consisting of two buildings on "Lot 2" and "Lot 3" of the Developer Property) by, among other things, expediting, wherever possible, all administrative staff-level approvals, including, those site plan approvals, subdivision plat approvals (including, the Plat), and all permitting approvals (including, without limitation, grading and building permits applicable to "Phase 1" of the Developer Property), after receipt of a complete application or other submittal from Developer. In doing so, the City will use good faith, best efforts to complete and turnaround each site plan, subdivision plat (including, the Plat), and grading permit review within three (3) weeks and each building permit review and other applicable staff-level approvals within four (4) weeks, and will allow Developer to submit for and process a grading permit and a building permit concurrently with and prior to final site plan approval for "Phase 1" of the Developer Property. Developer acknowledges that submitting for and processing the grading permit and building permit concurrent with and prior to final site plan approval does not guarantee the actual approval and issuance of the grading and building permits. Furthermore, Developer acknowledges that the City's building department will not be responsible for any alterations or changes to Developer's plans resulting directly from any required changes to each applicable site plan during the Planning Commission or City Council review and approval process, as and if applicable, and for any required changes in order to comply with this Agreement and the City's Development Code. As and to the extent needed or desired, the City and Developer agree to confer and meet (whether in-person, in conference calls, or other forms of "real time" communication) in order to

discuss, coordinate, and ensure that all administrative staff-level approvals will be expedited and processed on a timely basis, to the greatest extent possible.

6.2 Reserved Legislative Powers. To the greatest extent permissible under the laws of the State of Utah and any applicable laws of the United States and at equity, the City and Developer intend that this Agreement grants Developer all vested rights to develop the Developer Property in fulfillment of this Agreement, the City's Development Code, and the BMP Zone without modification or interference by the City, except as otherwise expressly provided in this Agreement. The Parties intend that the rights, benefits, and interests granted to Developer under this Agreement are vested rights, contractual rights, and also those rights that exist under statute, common law, and at equity, subject only to the City's Future Laws (as defined below). The Parties specifically intend that this Agreement grants Developer "vested rights", as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 et seq., to develop any and all permitted uses, the maximum densities, and all development rights under the BMP Zone on each of the "lots" within the Developer Property pursuant and subject only to this Agreement and the City's Development Code.

6.3 Exceptions. The restrictions on the applicability of the City's Future Laws to the Developer Property as specified in Section 6.2 above are subject to only the following laws, rules, and regulations adopted after the Effective Date (collectively, the "City's Future Laws"):

(a) Agreement. Any laws, rules, or regulations that Developer agrees to in writing to be applicable to and against all or any portions of the Developer Property;

(b) State and Federal Compliance. Laws which are uniformly applied to all properties within the BMP Zone and which are required to comply with any applicable laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction over the Developer Property;

(c) Codes. Updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by nationally or statewide recognized construction/safety organizations, or by any governmental authorities having jurisdiction over the Developer Property and are enacted to address specific concerns related to public health, safety, or welfare, and are applicable to and uniformly applied to similarly situated properties or developments within the City of Pleasant Grove, Utah and the BMP Zone;

(d) Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated in the BMP Zone;

(e) Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of development applications (including, by way of example, applications for subdivision, site plan, and building permit approvals) that are generally applicable to all similarly situated properties or



developments within the City and the BMP Zone (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to the laws of the State of Utah, including impact fees; and

(f) Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority formally finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii).

## **VII. TRANSFERABILITY AND ASSIGNMENT**

7.1 Binding Effect; Agreement Runs With the Land. This Agreement shall be recorded against the Developer Property and the City Property in the Official Records (as defined below), and is intended to and shall be deemed to run with the land, and shall be binding upon all successors and assigns of Developer and the City during the Term. The rights and benefits of this Agreement shall inure to one or more of Developer's successors or assigns. Upon any transfer or assignment by Developer of all or any portion of the Developer Property or all or any portions of Developer's rights, benefits, and interests under this Agreement to a new entity or to any third-parties, the applicable provisions and conditions of this Agreement expressly transferred or assigned to such entities or third-parties shall be binding upon and applicable to such new entities, third-parties, and/or transferred portions of the Developer Property and, concurrently with any such transfer or assignment, Developer will be released from any assumed obligations, liabilities, claims, or causes of action arising under this Agreement. Subject to the foregoing, this Agreement is not intended to benefit or provide any right to any other person or entity other than Developer and the City, and their successors and assigns, and shall not create any rights, benefits, claims, or causes of action in or for the owner of any adjoining properties or other parties. The rights and obligations of the City under this Agreement may not be transferred or assigned, except to a successor governmental entity that has jurisdiction over the Developer Property.

7.2 Assignment. Developer shall have the right to transfer and assign any and all rights, benefits, interests, obligations, liabilities, claims, or causes of action held by Developer under this Agreement to any new entities or affiliates (including, but not limited to, any newly formed entities or affiliates owned or managed by Dakota Pacific Real Estate Partners III, LP or its assigns) or any third-parties and determine as a part of such transfer and assignment what rights, benefits, interests, obligations, liabilities, claims, or causes of action will apply to (or remain with) or be assumed by those applicable portions of the Developer Property.

7.3 Permitted Transfers and Encumbrances. Developer shall have the right and be permitted to sell and transfer all or any portions of the Developer Property (including, each of the development "lots" within the Developer Property), without the prior consent or agreement from the City. In addition, Developer shall have the right and be permitted to pledge or encumber all or any portions of the Developer Property or a portion of its rights, benefits, and interests under this Agreement to a lending or investment entity (including, a Qualified Mortgagee (as defined below)) without the prior consent or agreement from the City, and such pledge or encumbrance shall not be considered a transfer or assignment.

## **VIII. MORTGAGEE PROTECTIONS**

8.1 Mortgagee Protections; Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

a) "Mortgage" means a mortgage, deed of trust, or other security agreement recorded in the Official Records.

b) "Mortgagee" means the mortgagee under a mortgage, the beneficiary under a deed of trust, or the secured party under any security agreement recorded with respect to the Developer Property or any portions thereof in the Official Records.

c) "Official Records" means the official land records of the Utah County Recorder, State of Utah.

d) "Qualified Mortgagee" means a Mortgagee of which City has been given written notice of or has constructive notice as a result of any recorded Mortgage. A Qualified Mortgagee shall be a Mortgagee of public record as evidenced by a title report, vesting deed, or other comparable document verifying ownership delivered to or discoverable by the City.

8.2 Obligations of Mortgagee. Unless and until it enters into possession of or acquires title to all or portions of the Developer Property, as applicable, pursuant to a foreclosure or any other arrangement or proceeding in lieu of foreclosure, any Qualified Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Agreement.

8.3 Notices; Right to Cure. On delivering to Developer any notice, demand, or other communication pursuant to the provisions of this Agreement, City shall at the same time deliver copies of such notice to each Qualified Mortgagee at the latest address provided to City by such Qualified Mortgagee or as otherwise provided in the Mortgage. Although effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of a Qualified Mortgagee, unless a copy of such notice has been delivered to such Qualified Mortgagee in accordance with the immediately preceding sentence. Each Qualified Mortgagee shall have the right to remedy a default, or cause the same to be remedied within the time allowed to Developer, plus, in the case of monetary defaults, an additional thirty (30) days and, in the case of non-monetary defaults, an additional sixty (60) days; provided, however, that if a non-monetary default reasonably requires more than sixty (60) days to cure (or commencement or completion of cure within the specified period is impossible due to an Event of Force Majeure), each Qualified Mortgagee shall have the right to remedy such default if such Qualified Mortgagee promptly commences such cure and thereafter diligently prosecutes such cure to completion.

8.4 Performance by Qualified Mortgagee. A Qualified Mortgagee shall have the right to act for and in the place of Developer under this Agreement and as to all or portions of the Developer Property to the extent encumbered by and permitted by the applicable Mortgage or otherwise agreed to by Developer in writing. City shall accept performance by or on behalf of a Qualified Mortgagee as if the same had been performed by Developer. A Qualified Mortgagee shall have the right, to the extent Developer agrees in writing, to appear in a legal action or

proceeding on behalf of Developer in connection with that portion of the Developer Property encumbered by an applicable Mortgage.

8.5 Recognition. Within thirty (30) days of a written request therefor, together with evidence as City may reasonably require, that a proposed Qualified Mortgagee in fact meets the requirements of a Qualified Mortgagee as set forth in this Agreement, City agrees to execute, acknowledge, and deliver to such Qualified Mortgagee an instrument stating that such Qualified Mortgagee is a "Qualified Mortgagee" entitled to the rights and benefits provided for in this Agreement.

## **IX. MISCELLANEOUS PROVISIONS**

9.1 Term of Agreement. The term of this Agreement shall be for a period of ten (10) years following the date of its adoption by the City Council or the entire build-out and final completion of Developer Property, whichever is earlier (the "Term"), unless this Agreement is earlier terminated or the Term is modified by written amendment to this Agreement.

9.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the City and Developer's successors and assigns. The rights and obligations of the City under this Agreement may not be transferred or assigned, except to a successor governmental entity that has jurisdiction over the Developer Property.

9.3 Further Assurances. Each Party agrees to execute and deliver all documents, provide all information, and take all further acts reasonably necessary in order to carry out more effectively the intent and purposes of the Agreement and the actions contemplated hereby.

9.4 Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Developer and the City, nor, unless otherwise stated, create any rights or benefits in favor of any third-parties.

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9.6 Merger. This Agreement, together with all Exhibits and attachments hereto which are hereby incorporated herein by reference, constitutes the entire Agreement between the City and Developer and supersedes any prior understandings, agreements, or representations verbal or written. Except as expressly provided in this Agreement, this Agreement shall not be amended except in a written form signed and executed by an authorized signatory of Developer and by the Mayor of the City after approval by the City Council.

9.7 Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction such determination shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid, due to its scope or breadth such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9.8 Default. Neither Developer nor the City shall be in default under this Agreement, unless such Party fails to perform an obligation required under this Agreement within thirty (30) days after written notice is given to the defaulting Party by the other Party, setting forth in sufficient detail the respects in which the defaulting Party has failed to perform an obligation required under this Agreement. If the nature of the defaulting Party's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting party shall not be in default under this Agreement if such party commences performance within such thirty (30) day period (or, if such commencement is impossible due to Events of Force Majeure (as defined in the following sentence), commences performance when the Events of Force Majeure cease) and after such commencement diligently prosecutes the same to completion. "Events of Force Majeure" means any causes or events identified in Section 9.9 below. In the event of a default or breach of this Agreement, the non-defaulting Party may bring any legal action to enforce (including for a remedy of specific performance) this Agreement or for damages on account of any default or breach of a liability, obligation, or covenant contained in this Agreement. In the event of a default or breach of this Agreement by the City in which the City fails to vacate and quitclaim that portion of the existing "1300 West Street" to Developer in accordance with Section 2.5 above, the City agrees that Developer shall be entitled to either a return of the previously dedicated portions of the re-aligned "1300 West Street" (which will be quitclaimed to Developer by the City) or damages in an amount equal to the fair market value of the property dedicated to the City, in addition to any other relief, remedies, and damages to which Developer may be entitled.

9.9 Force Majeure. Neither Party shall be liable for any delays or failure in the keeping or performance of its liabilities, obligations, or covenants under this Agreement during the time and to the extent that any such delays or failure is due to causes or events beyond the control and without the fault or negligence of the Party affected, which shall include, without limitation, causes or events such as any acts of God, acts of civil or military authority, fire, explosion, epidemics, pandemics, contagions, diseases, or viruses (including, by way of example, Covid-19 events), floods, earthquakes, unusually adverse weather conditions, riots, wars, terrorism, sabotage, actions or restrictions of governmental authorities, governmental regulation of the sale, production, or use of materials or supplies or the transportation thereof, government shutdowns or postponements of meetings, or other similar or dissimilar causes or events not within such Party's reasonable control (each, considered acceptable "Events of Force Majeure"), but not including generalized economic conditions, recession, or depression. Upon the occurrence of any such Events of Force Majeure, the Party affected shall promptly give written notice to the other Party and shall promptly resume the keeping and performance of the affected liabilities, obligations, or covenants under this Agreement after any such Events of Force Majeure have come to an end. The notice of any Events of Force Majeure will set forth in reasonable detail the nature and circumstances of the Events of Force Majeure, the expected effect and delays of the Events of Force Majeure on the Party's performance under this Agreement, and the expected date (based on the best information available) the Party will be able to resume performance. As of the date of the Events of Force Majeure, the Party asserting force majeure is excused from performing any liability, obligation, or covenant that the Party is unable to perform under this Agreement due to the Events of Force Majeure for as long as the Events of Force Majeure continue, and such Party is relieved of liability for its failure to perform the excused liabilities, obligations, or covenants during the force majeure period. The Party asserting an inability to perform shall use commercially reasonable efforts to correct such inability and to resume promptly its performance as required under this Agreement. During the

existence of any such Events of Force Majeure, each Party shall bear its own costs resulting therefrom.

9.10 Attorneys' Fees. If either the City or Developer brings any legal action to enforce or interpret this Agreement (or any of the documents contemplated or provided for in this Agreement), for damages on account of any default or breach of a liability, obligation, or covenant contained in this Agreement, or with respect to any other issue related to this Agreement, the prevailing Party shall be entitled to recover from the other Party the prevailing Party's reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to any other relief, remedies, and damages to which the prevailing Party is entitled.

9.11 Notices. Any notices, requests, or demands required or desired to be given by the City or Developer under this Agreement to the other shall be given in writing by personal service, express mail, or any other similar form of courier or delivery service that keeps receipts of deliveries, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to the Parties at the following addresses:

**If to the City:**

Pleasant Grove City  
Attention: Aaron Wilson  
City Engineer  
70 South 100 East  
Pleasant Grove, Utah 84062  
Email: [awilson@pgcity.org](mailto:awilson@pgcity.org)

**With a required copy to:**

Pleasant Grove City  
Attention: Christine M. Petersen  
City Attorney  
70 South 100 East  
Pleasant Grove, Utah 84062  
Email: [cpetersen@pgcity.org](mailto:cpetersen@pgcity.org)

**If to Developer:**

Pleasant Grove Title Holder I, LLC  
Attention: Brian C. Dilley and Scott Swallow  
299 South Main Street, Suite 2450  
Salt Lake City, Utah 84111  
E-Mail: [bdilley@dakotapacific.com](mailto:bdilley@dakotapacific.com)  
E-Mail: [sswallow@dakotapacific.com](mailto:sswallow@dakotapacific.com)

**With a required copy to:**

Mitre Peak Company, LLC  
Attention: Jason Head  
2252 S 400 E Unit 516  
South Salt Lake, Utah 84115  
E-Mail: [jason.head@mitrepeakcompany.com](mailto:jason.head@mitrepeakcompany.com)

**With an additional required copy to:**

Parsons Behle & Latimer  
Attention: Brian P. Rosander  
One Utah Center  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111  
E-Mail: [brosender@parsonsbehle.com](mailto:brosender@parsonsbehle.com)

Such notices, requests, or demands may also be given by e-mail transmission, provided any such communication is concurrently given by one of the above methods. Such notices, requests, or demands shall be deemed effective upon the receipt. Either the City or Developer may change the addresses or notice parties at which such Party desires to receive notices, requests, or demands under this Agreement on written notice of such change to the other Party. Any such notice shall



be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the Party to which the notice is directed; provided, however, that refusal to accept delivery of any notice, request, or demand or the inability to deliver any notices, requests, or demands because of an address change which was not properly communicated shall not defeat or delay the giving of such notices, requests, or demands.

9.12 Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

9.13 Titles and Headings. Titles and headings of sections or paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

9.14 Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding on Developer or the City, unless executed in writing by the waiving party.

9.15 Reasonableness. Except as otherwise stated to the contrary in this Agreement, when the consent, approval, or agreement of Developer and/or the City is required or contemplated under this Agreement, such consent, approval, or agreement shall not be unreasonably withheld, conditioned, or delayed; provided, this Section 9.15 shall not bind the City with respect to its legislative actions.

9.16 Estoppel Certificate. During the Term of this Agreement, within ten (10) days after a request by Developer, a Qualified Mortgagee, or a proposed Qualified Mortgagee, City shall issue an estoppel certificate confirming that: (i) this Agreement is in full force and effect; (ii) no default (or event which with the giving of notice or passage of time, or both) exists on the part of Developer, City, or any other applicable party under this Agreement (including, any applicable successors or assigns of Developer); and (iii) such other matters pertaining to this Agreement as may reasonably be requested by Developer or City. The Developer and any applicable Qualified Mortgagee or proposed Qualified Mortgagee requesting the estoppel certificate shall be entitled to rely on the final, executed, and delivered version of the estoppel certificate.

9.17 Non-Liability of City Officials, Employees, Members, or Managers. No officer, representative, agent, or employee of the City shall be personally liable to Developer or any of its successors or assigns in the event of any default or breach by the City or for any amount which may become due to Developer or its successors or assigns for any obligation arising out of the terms of this Agreement. Similarly, no officer, member, manager, or representative, agent, or employee of Developer shall be personally liable to the City or any of its successors or assigns in the event of any default or breach by the Developer or for any amount which may become due to the City or its successors or assigns for any obligation arising out of the terms of this Agreement.

9.18 Conveyances and Dedications. Any transfer of property to the City and acceptance of such property by the City, as contemplated in this Agreement (including, those portions of “1300 West Street” and “700 South Street” being offered for dedication by Developer pursuant to the

Plat as roadway dedications for public use), shall be made by way of an owners dedication on a subdivision plat and will be made without warranty or covenants of title of any kind and will be subject to all current taxes and assessments and all existing rights-of-way, easements, covenants, restrictions, reservations, and other matters of record. General real property taxes for property transferred or dedicated to the City shall be prorated as of the date of recording of the subdivision plat. Any premiums or costs for title insurance policies or endorsements for any title insurance coverage desired by the City shall be paid solely by the City.

9.19 Incorporation of Recitals. The foregoing recitals are true and correct and hereby incorporated by reference as part of this Agreement.

9.20 Definitions. When used in this Agreement, each capitalized term shall have the meaning as set forth in the BMP Zone, the City's Development Code, or as otherwise defined in this Agreement, unless such meaning is clearly precluded by the context in which the term is used.

***[Intentionally Blank – Signature Page and Acknowledgements to Follow]***

**CITY'S SIGNATURE AND ACKNOWLEDGEMENT PAGE**

IN WITNESS WHEREOF, the City has executed this Agreement as of the Effective Date.

**CITY:**

**CITY OF PLEASANT GROVE, UTAH,**  
a municipal corporation under the laws of the  
State of Utah

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Attested by: City Recorder

\_\_\_\_\_  
City Attorney  
Approved as to Form

**ACKNOWLEDGMENT OF CITY**

STATE OF UTAH                    )  
  : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Development Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Pleasant Grove, Utah, a municipal corporation under the laws of the State of Utah.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**DEVELOPER'S SIGNATURE AND ACKNOWLEDGEMENT PAGE**

IN WITNESS WHEREOF, the Developer has executed this Agreement as of the Effective Date.

**DEVELOPER:**

**PLEASANT GROVE TITLE HOLDER I, LLC,**  
a Utah limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF DEVELOPER**

STATE OF UTAH                    )  
  : ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Development Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Pleasant Grove Title Holder I, LLC, a Utah limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT “A”  
TO  
DEVELOPMENT AGREEMENT FOR EAST 15 COMMERCE PARK**

---

**LEGAL DESCRIPTION OF DEVELOPER PROPERTY**

The real property referenced in the foregoing Agreement as the “Developer Property” is located in the County of Utah, State of Utah and is more particularly described as follows:

PARCEL B, PEN AND INK – PLAT A SUBDIVISION (FINAL PLAT), PREPARED BY HORROCKS ENGINEERS; ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE, AND OF RECORD IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER’S OFFICE, STATE OF UTAH, AS RECORDED ON DECEMBER 18, 2020, AS ENTRY NO. 202556:2020 AND AS MAP FILE #17454, MAP BOOK-PAGE: 49:994 (TOTAL OF 1 SHEET).

**The following is provided for information purposes only:**

Property Information: The gross area for the Developer Property is approximately 1,289,723 square feet or 29.61 acres of land.

Assigned Street Address: 1027 West 700 South, Pleasant Grove, Utah 84062.

Tax Parcel Number: 49:944:0003.



**EXHIBIT “B”  
TO  
DEVELOPMENT AGREEMENT FOR EAST 15 COMMERCE PARK**

---

**LEGAL DESCRIPTION OF CITY PROPERTY**

The real property referenced in the foregoing Agreement as the “City Property” is located in the County of Utah, State of Utah and is more particularly described as follows:

PARCEL A, PEN AND INK – PLAT A SUBDIVISION (FINAL PLAT), PREPARED BY HORROCKS ENGINEERS; ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE, AND OF RECORD IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER’S OFFICE, STATE OF UTAH, AS RECORDED ON DECEMBER 18, 2020, AS ENTRY NO. 202556:2020 AND AS MAP FILE #17454, MAP BOOK-PAGE: 49:994 (TOTAL OF 1 SHEET).

**The following is provided for information purposes only:**

Property Information: The gross area for the City Property is approximately 234,299 square feet or 5.38 acres of land.

Assigned Street Address: 1021 South 1300 West, Pleasant Grove, Utah 84062.

Tax Parcel Number: 49:944:0002.

## City Council Staff Report

July 20, 2021

Item 10D

### COMMERCIAL SUBDIVISION PLAT

**REQUEST** Commercial Subdivision Plat called The Void Subdivision Plat 'F'

**APPLICANT** Ben Seastrand

**ADDRESS** Approx. 365 S Garden Grove Ln.

**ZONE** The Grove Zone – Commercial Sales Subdistrict

**GENERAL PLAN** The Grove

**STAFF RECOMMENDATION** Recommend approval of the Commercial Plat

<b>ATTACHMENTS</b> Property Zoning Map	4
Property Aerial Map	5
Existing Plat – The Void Plat D	6
Final Plat – The Void Plat F'	7

### Background

The applicant is requesting approval of a 2-lot commercial subdivision called The Void Plat 'F,' on property located at approximately 365 South Garden Grove Lane in The Grove Zone – Commercial Sales Subdistrict. The proposed subdivision requires an amendment of Lot 8 and 9 of The Void Plat 'D,' which will become Lots 10 and 11 of The Void Plat 'F.' There is an existing approved site plan and constructed building on Lot 10 of the proposed subdivision.

### Analysis

The proposed subdivision, The Void Plat 'F,' occupies a total area of 8.29 acres, or 361,216 SF, and consists of 2 lots: Lots 10 and 11.

	Acres	Sq. Ft.
Lot 10	5.43	236,725
Lot 11	2.86	124,491

To allow for flexibility in creating commercial developments, there is no minimum lot area or lot width for The Grove Zone – Commercial Sales Subdistrict. Frontage is provided by public roads, Garden Grove Lane and Pleasant Grove Boulevard.

The submitted plans comply with existing City Code plats in The Grove Zone – Commercial Sales Subdistrict.

## **Recommendation for Planning Commission**

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on June 24, 2021.

### **2. Public Hearing: Preliminary Subdivision Plat – Located at Approx. 365 S Garden Grove Ln (Sam White’s Lane Neighborhood)**

2. Public Hearing to consider the request of Ben Seastrand for a 2-lot, preliminary subdivision plat called The Void Plat ‘F,’ on property located at approximately 365 South Garden Grove Lane in The Grove Zone – Commercial Sales Subdistrict.

### **RECOMMEND APPROVAL**

**Motion:** At the Public Hearing, Commissioner Fugal moved the Planning Commission forward a recommendation of approval for the request of Ben Seastrand for the subdivision plat called The Void Plat ‘F,’ on property at approximately 365 South Garden Grove Lane in The Grove Zone – Commercial Sales Subdistrict; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. The lot labels will be corrected to read Lot 10 and 11 before recordation.
2. All Final Planning and Fire Department requirements are met.

Commissioner Coombs seconded the motion.

The Commissioners unanimously voted “Aye”. The motion carried.

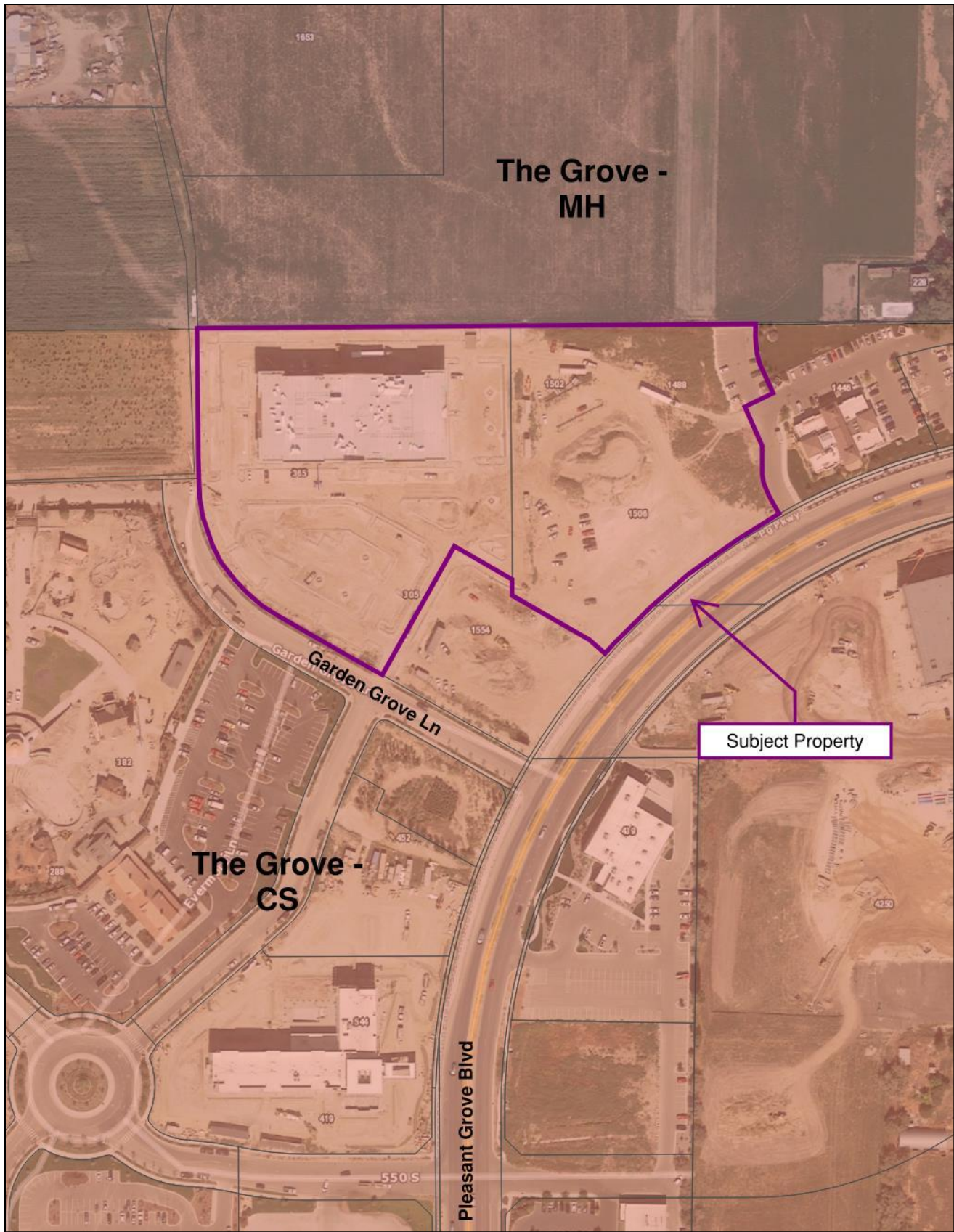
Motion by: Commissioner Fugal

Seconded by: Commissioner Coombs

AYE VOTES: Chair Blake, Phillips, Fugal, Butler, Coombs, Clyde, Steele

NAY VOTES:

**PROPERTY ZONING MAP**



Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner

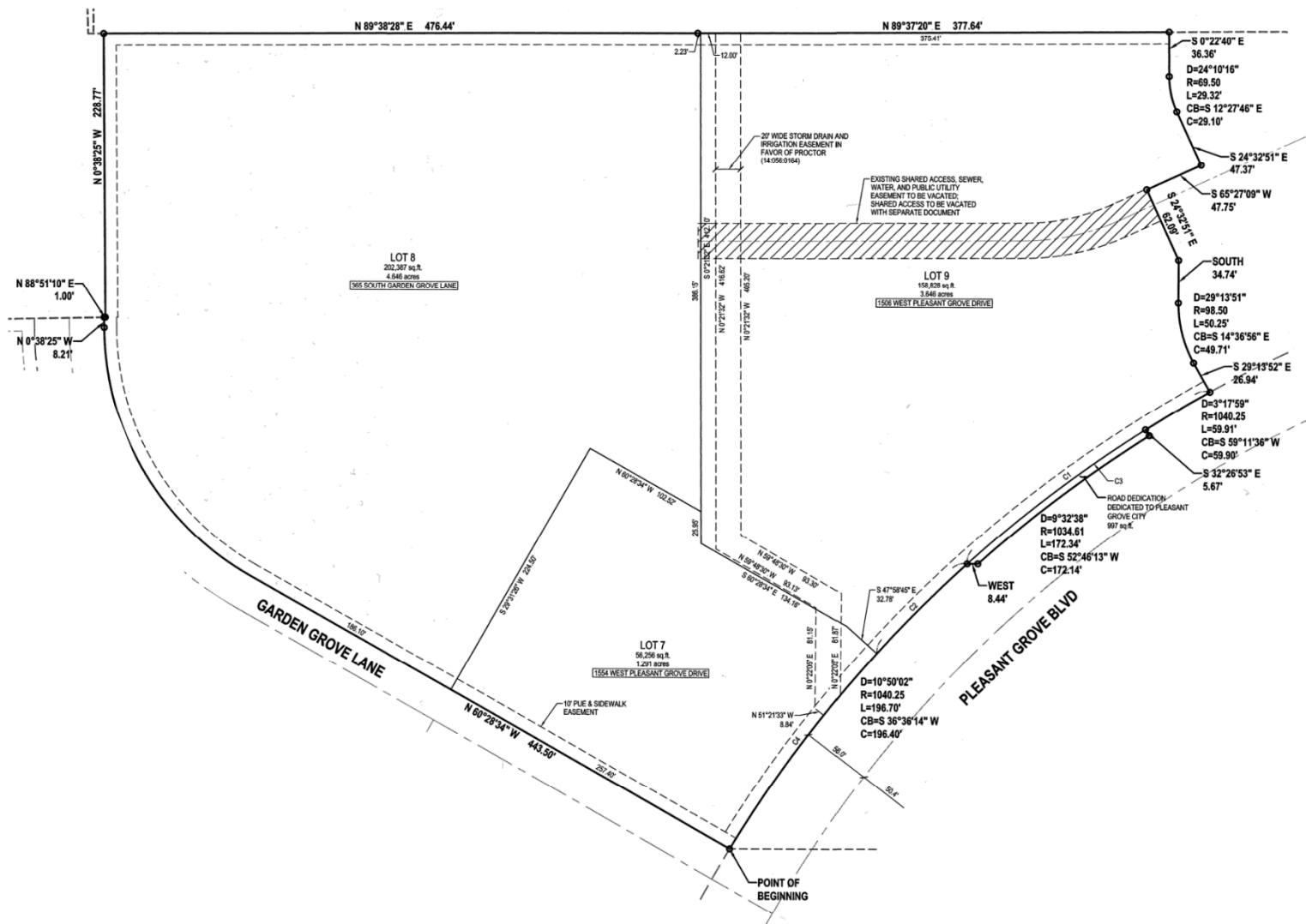


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4 of 6



## EXISTING PLAT – The Void Plat D



Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner

Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner



## City Council Staff Report

July 20, 2021

Item 10E&F

### COMMERCIAL SUBDIVISION PLAT & SITE PLAN

**REQUEST** Commercial Subdivision Plat called The Void Subdivision Plat 'G' and Site Plan Occupying Proposed Lot 9

**APPLICANT** Maqsood Merchant

**ADDRESS** Approx. 456 S Pleasant Grove Blvd

**ZONE** The Grove Zone – Commercial Sales Subdistrict

**GENERAL PLAN** The Grove

**STAFF RECOMMENDATION** Recommend approval of the Commercial Plat & Site Plan

<b>ATTACHMENTS</b>	Property Zoning Map	5
	Property Aerial Map	6
	Existing Plat – The Void Plat E	7
	Final Plat – The Void Plat G	8
	Site Plan	9
	Landscape Plan	10
	Building Renderings	11-13

### Background

The applicant is requesting approval of a 3-lot commercial subdivision called The Void Plat 'G,' on property located at approximately 456 South Pleasant Grove Boulevard in The Grove Zone – Commercial Sales Subdistrict. The proposed subdivision requires a vacation of Lot 7 and 8 of The Void Plat 'E,' which will become Lots 8, 9 and 10 of The Void Plat 'G.' There is an existing approved site plan on Lot 8 of the proposed subdivision.

Also requested is approval of a site plan for a single -story, single-tenant restaurant, on Lot 9 of the proposed subdivision.

### Analysis

The proposed subdivision, The Void Plat 'G,' occupies a total area of 1.78 acres, or 77,629 SF, and consists of 3 lots: Lots 8, 9, and 10.

	Acres	Sq. Ft.
Lot 8	.63	27,444
Lot 9	.614	26,763
Lot 10	.538	23,422

To allow for flexibility in creating commercial developments, there is no minimum lot area or lot width for The Grove Zone – Commercial Sales Subdistrict. Frontage is provided by public road, Pleasant Grove Boulevard, Garden Grove Lane, and Evermore Lane. Therefore, the proposed subdivision meets all zoning requirements in the City Code. Engineering Staff also reviewed the proposed subdivision for all general requirements for subdivisions in City Code. Staff found that said general requirements were also met by the proposal.

The proposed site plan occupies proposed Lot 9 of proposed subdivision, The Void Plat 'G.' The site plan includes a single-story, single-tenant restaurant building with a drive-through (see Site Plan on Page 9).

The total area of the building is 2,637 square feet (SF). The required building setback/landscape buffer is 25 feet and is measured from the back of curb along Pleasant Grove Boulevard and Evermore Lane. A reduction of up to 5 feet may be allowed if the developer has provided enhancements, and exceeded the City's standard requirements for architecture, amenities, and landscaping for the overall project area. Staff has determined this is the case, and the reduction to a 20-foot required setback may be allowed for the landscape buffer along Evermore Lane.

Landscaping requirements within the The Grove Zone – Commercial Sales Subdistrict require a mix of landscape elements, including evergreens. At least one tree is required per 1,000 SF of required landscaped areas, and at least 30% of the total number of required trees shall be evergreen. The proposed landscape plan has 7 total trees, 2 of which are evergreen (~66% of the total number of required trees) and exceeds landscaping requirements for this Zone.

The site plan has been reviewed by the Design Review Board (DRB) and found that the site and building met the requirements for urban design as well as building materials and design.

As the proposed use for the building is a restaurant, parking needs for the site were estimated based on the given ratio given in the City Code: 1 space per 3.5 seats or 1 per 100 square feet of gross floor area (excluding kitchen, storage, etc.), whichever is greater. The proposed restaurant will have 1,214 SF of building area, excluding kitchen, storage, etc. and 72 total seats. Since the parking estimate derived from 1 space per 3.5 seats is greater, at least 21 total spaces are required for the site. The site plan provides 39 total spaces, including 2 ADA spaces, and meets requirements for off-street parking. The Site Plan, found on Page 9, reflects these details.

City Code requires that "Automobile parking facilities shall be supplemented by bicycle parking in the amount of five percent (5%) of the total automobile spaces." The proposed site plan meets these requirements.

The submitted plans comply with existing City Code requirements for landscaping, design, setbacks, parking, and all other requirements for The Grove Zone – Commercial Sales Subdistrict.

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

## Recommendation From PC – The Void Plat G

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on June 24, 2021.

3. **Public Hearing: Preliminary Subdivision Plat – Located at approx. 456 S Pleasant Grove Blvd (Sam White’s Lane Neighborhood)**
  3. Public Hearing to consider the request of Maqsood Merchant for a 3-lot preliminary subdivision plat, called The Void Plat ‘G,’ on property located at approximately 456 South Pleasant Grove Boulevard in The Grove Zone – Commercial Sales Subdistrict.

### RECOMMEND APPROVAL

**Motion:** At the Public Hearing, Commissioner Coombs moved the Planning Commission forward a recommendation of approval for the request of Maqsood Merchant for the subdivision plat called The Void Plat ‘G,’ on property at approximately 456 South Pleasant Grove Boulevard, in The Grove Zone – Commercial Sales Subdistrict; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

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

Commissioner Clyde seconded the motion.

The Commissioners unanimously voted “Aye”. The motion carried.

Motion by: Commissioner Coombs

Seconded by: Commissioner Clyde

AYE VOTES: Chair Blake, Phillips, Fugal, Butler, Coombs, Clyde, Steele

NAY VOTES:

## Recommendation From PC– Site Plan Occupying Proposed Lot 9

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on June 24, 2021.

### 4. Public Hearing: Site Plan – Located at approx. 456 S Pleasant Grove Blvd (Sam White’s Lane Neighborhood)

4. Public Hearing to consider a request of Maqsood Merchant for a site plan for a single-story, single-tenant restaurant building on property located at approximately 456 South Pleasant Grove Boulevard in The Grove Zone – Commercial Sales Subdistrict.

### RECOMMEND APPROVAL

**Motion:** At the Public Hearing, Commissioner Steele moved the Planning Commission forward a recommendation of approval for the Maqsood Merchant for the proposed site plan on property at approximately 456 South Pleasant Grove Boulevard, in The Grove Zone – Commercial Sales Subdistrict; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

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

Commissioner Clyde seconded the motion.

The Commissioners unanimously voted “Aye”. The motion carried.

Motion by: Commissioner Steele

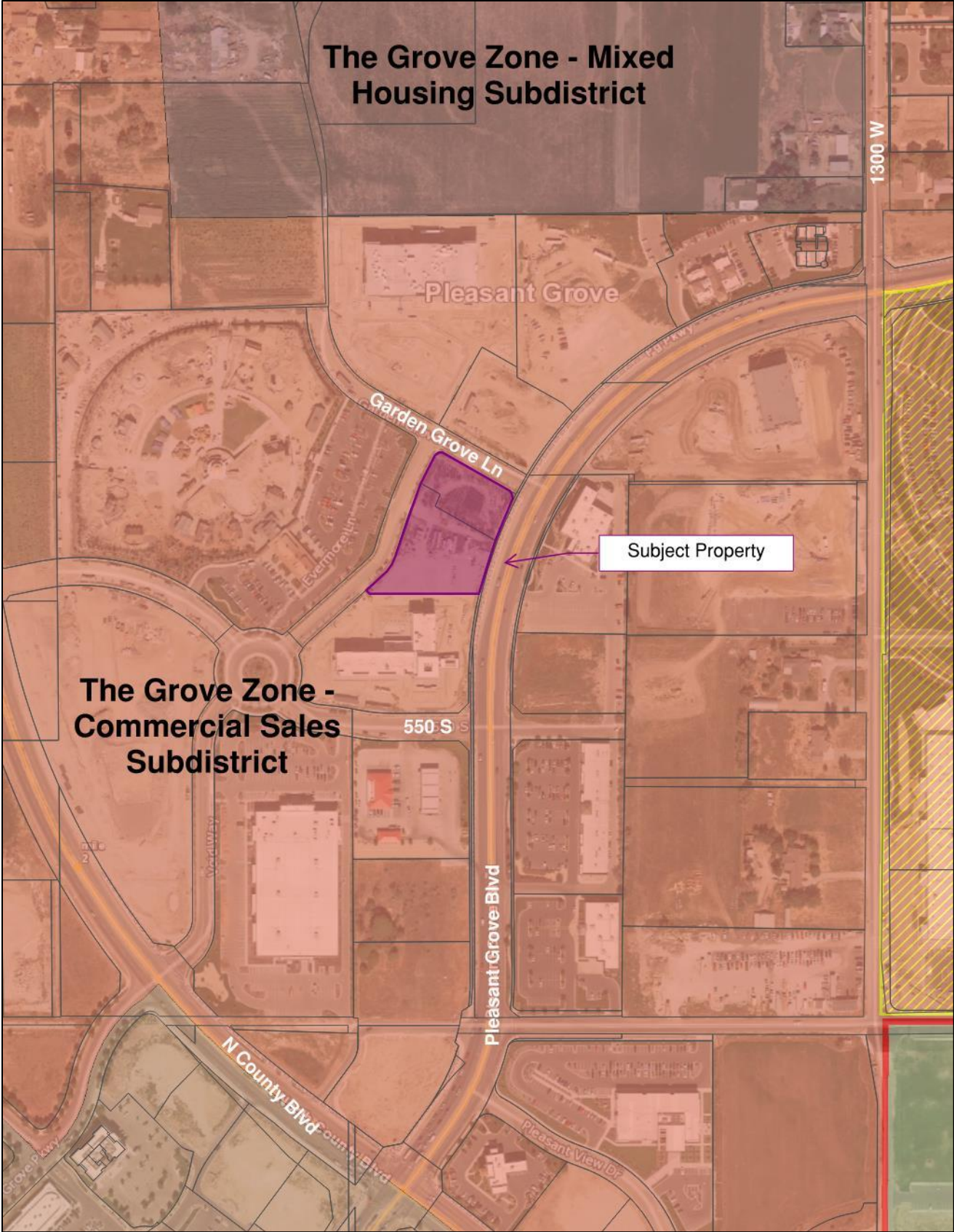
Seconded by: Commissioner Clyde

AYE VOTES: Chair Blake, Phillips, Fugal, Butler, Coombs, Clyde, Steele

NAY VOTES:



**PROPERTY ZONING MAP**



Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner

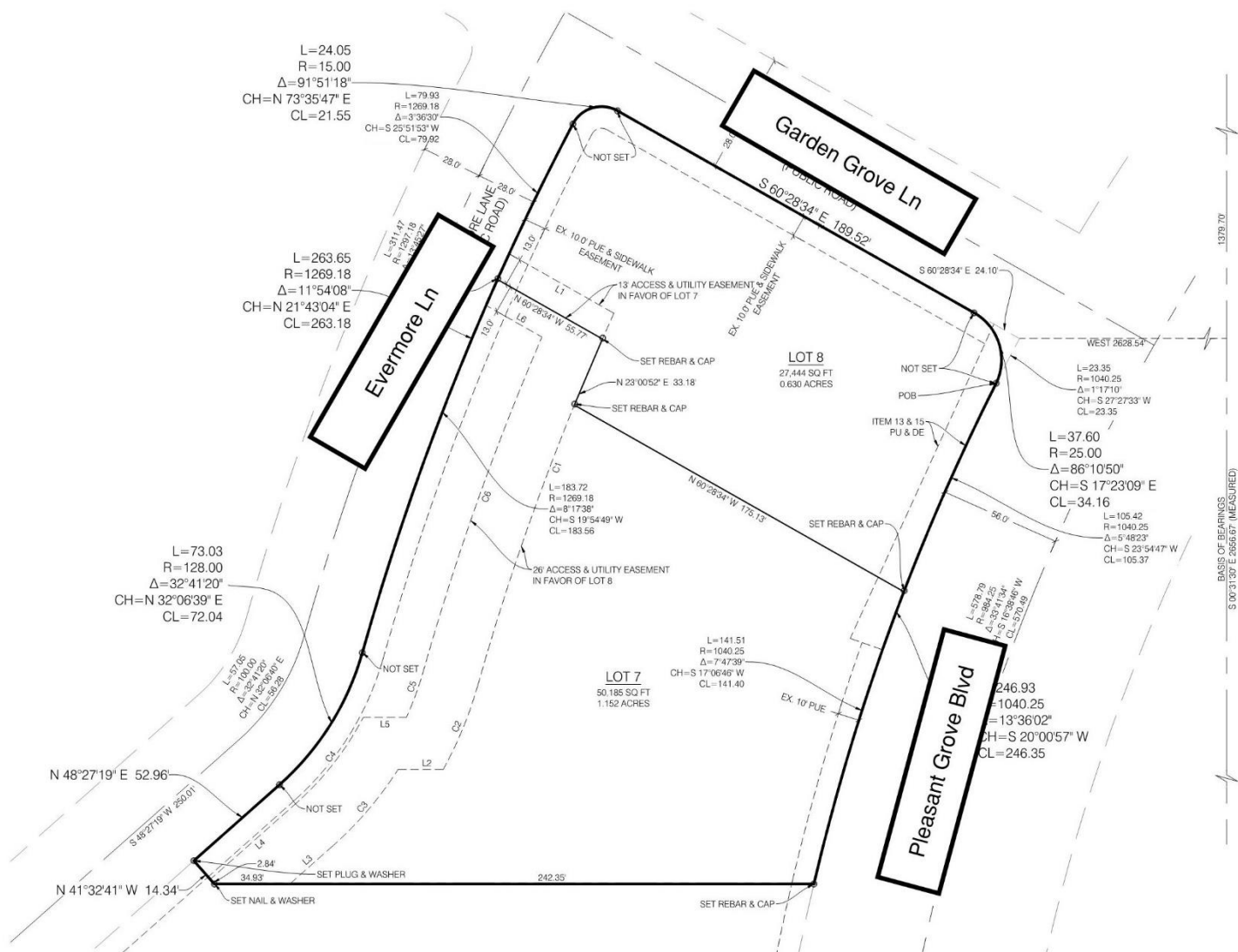


## PROPERTY AERIAL MAP



Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner

## EXISTING PLAT – The Void Plat E



Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner

**LOT 8**  
27,444 SQ FT  
0.630 ACRES  
**442 S. PLEASANT GROVE BLVD.**

**LOT 9**  
26,763 SQ FT  
0.614 ACRES  
**456 S. PLEASANT GROVE BLVD.**

**LOT 10**  
23,422 SQ FT  
0.538 ACRES  
**470 S. PLEASANT GROVE BLVD.**

**GARDEN GROVE LANE (PUBLIC ROAD)**  
S 60°28'34" E 189.52'

**EVERMORE LANE (PUBLIC ROAD)**  
N 60°28'34" W 55.77'

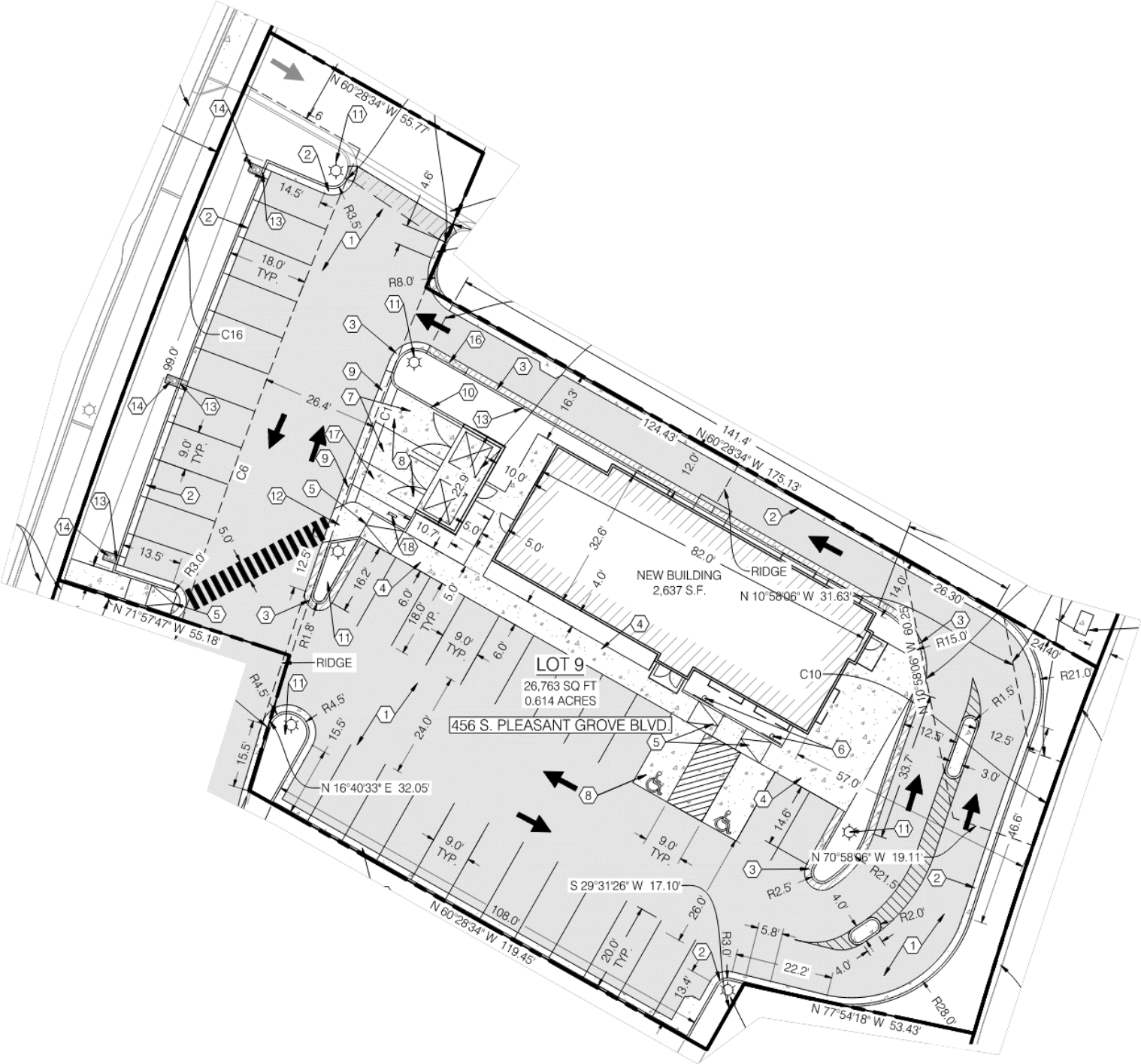
**PLEASANT GROVE BLVD. (PUBLIC ROAD)**  
WEST 277.28'

**Easements:**  
EX. 10.0' PUE & SIDEWALK EASEMENT  
13' ACCESS & UTILITY EASEMENT IN FAVOR OF LOT 9 & 10  
26' ACCESS & UTILITY EASEMENT IN FAVOR OF LOT 8 & 10  
20' SEWER EASEMENT IN FAVOR OF LOT 8  
SEWER EASEMENT IN FAVOR OF LOT 5, THE VOID PLAT C  
EX. PU & DE

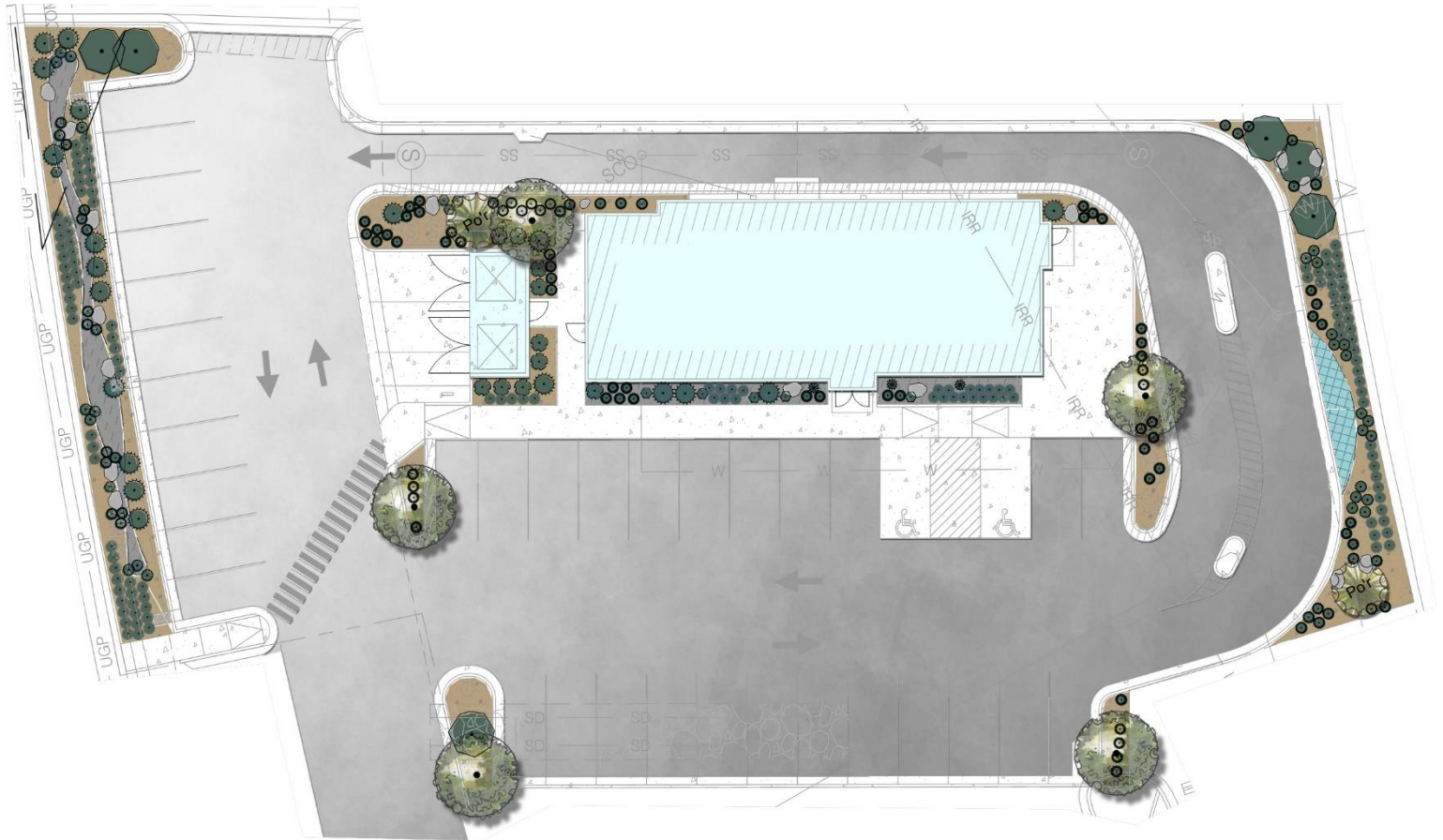
**Setbacks & Other Features:**  
NOT SET  
SET REBAR & CAP  
L=79.93, R=1269.18, Δ=3°36'30", CH=S 25°51'53" W, CL=79.92  
L=133.43, R=1269.18, Δ=6°01'25", CH=S 21°02'56" W, CL=133.37  
L=105.42, R=1038.31, Δ=5°49'02", CH=S 23°55'00" W, CL=105.37  
L=87.72, R=1040.25, Δ=4°49'53", CH=S 18°35'39" W, CL=87.69  
L=50.29, R=1269.18, Δ=2°16'13", CH=S 16°54'06" W, CL=50.29  
L=53.79, R=1060.67, Δ=2°54'21", CH=S 14°41'49" W, CL=53.79  
C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, L1, L2, L3, L4, L5, L6, L7, L8, L9, L10  
28.0', 13.0', 13.0', 124.43', 175.13', 31.63', 26.30', 24.40', 19.11', 53.43', 199.49', 20.85', 22.01', 34.93', 2.84'



SITE PLAN



## LANDSCAPE PLAN





## BUILDING RENDERINGS



Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 [www.pgcity.org](http://www.pgcity.org)  
Author: Rylee Hall-City Planner



## BUILDING RENDERINGS (cont.)





## BUILDING RENDERINGS (cont.)



# LIMITED SERVICE RESTAURANT LIQUOR LICENSE

## Local Consent

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

**AUTHORITY:** Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

\_\_\_\_\_, ☐ City ☐ Town ☐ County  
Local business license authority

hereby grants its consent to the issuance of a limited-service restaurant liquor license to:

Business Name (DBA): R+R BBQ

Entity Name (or owner's name if sole proprietor): Savory R+R Stores, LLC

Location Address: 1977 W. Pleasant Grove Blvd.  
Pleasant Grove, UT 84062

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.  
The local consent must be submitted to the DABC by the applicant as part of a complete application.

**RESOLUTION NO. 2021-033**

**RESOLUTION OF THE CITY OF PLEASANT GROVE, UTAH APPROVING THE TRANSFER OF THE VERACITY NETWORKS, LLC FRANCHISE AGREEMENT TO FIRSTDIGITAL COMMUNICATIONS, LLC AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Veracity Networks, LLC. ("Franchisee") was granted a Franchise to operate in the public right of way in the City of Pleasant Grove, Utah (the "Franchise Authority"), pursuant to Ordinance No. 2015-37 dated September 29, 2015, and a Renewal Agreement dated May 25, 2021 (the "Franchise"), and Franchisee is the duly authorized holder of the Franchise; and

**WHEREAS**, Franchisee, and First Digital Communications, LLC, ("Transferee"), together with certain other related parties, are parties to a Sales Agreement, pursuant to which the issued and outstanding equity interests in Veracity will be transferred to Transferee (the "Transfer"); and

**WHEREAS**, said transaction qualifies as a Change of Control Transaction requiring consent from the Franchise Authority; and

**WHEREAS**, Franchisee and Transferee have requested consent by the Franchise Authority to the Transfer in accordance with the requirements of the local ordinance and the Franchise Agreement; and

**WHEREAS**, the Franchise Authority finds Transferee to be a suitable transferee.

**NOW THEREFORE BE IT RESOLVED BY THE FRANCHISE AUTHORITY AS FOLLOWS:**

**SECTION I.** The Franchise Authority hereby consents to the Transfer, all in accordance with the terms of the Franchise.

**SECTION 2.** The Franchise Authority confirms that (a) the Franchise was properly granted or transferred to Franchisee, (b) the Franchise is currently in full force and effect and will expire on May 25, 2026, subject to options in the Franchise, if any, to extend such term, (c) the Franchise supersedes all other agreements between the parties, (d) the Franchise represents the entire understanding of the parties and Franchisee has no obligations to the Franchise Authority other than those specifically stated in the Franchise, and (e) Franchisee is materially in compliance with the provisions of the Franchise and there exists no fact or circumstance known to the Franchise Authority which constitutes or which, with the passage of time or the giving of notice or both, would constitute a material default or breach under the Franchise or would allow the Franchise Authority to cancel or terminate the rights thereunder.

**SECTION 3.** Transferee may transfer the Franchise or control related thereto to any entity controlling, controlled by, or under common control with Transferee.

**SECTION 4.** This Resolution shall be deemed effective upon the closing of the Transfer (the "Closing Date").

**SECTION 5.** The Franchise Authority releases Franchisee, effective upon the Closing Date, from all obligations and liabilities under the Franchise that accrue on and after the Closing Date; provided that Transferee shall be responsible for any obligations and liabilities under the Franchise that accrue on and after the Closing Date.

**SECTION 6.** This Resolution shall have the force of a continuing agreement with Franchisee and Transferee, and Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Transferee.

**APPROVED AND ADOPTED** this 20th day of July, 2021.

\_\_\_\_\_  
Eric Jensen, Mayor Pro-Tem

ATTEST:

\_\_\_\_\_  
Kathy T. Kresser, MMC  
City Recorder

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

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





June 22, 2021

Via E-mail

City of Pleasant Grove, Utah  
70 South 100 East,  
Pleasant Grove, Utah 84062

E-mail: sdarrington@pgcity.org

Re: Contract

To Whom It May Concern:

Reference is made to the below-listed contracts: (the "Applicable Contract(s)"), between Veracity Networks, LLC ("we" or "Veracity") and City of Pleasant Grove, Utah ("you" or "your");

- Franchise Agreement dated September 28, 2015 by and between City of Pleasant Grove, Utah and Veracity Networks, LLC

Veracity's equity holders have entered into an agreement to sell all of the issued and outstanding equity interests in Veracity to FirstDigital Communications, LLC ("FirstDigital"). Upon the closing of the contemplated transaction, FirstDigital will become the sole owner of the issued and outstanding equity interests in Veracity, resulting in a change of control (the "Change of Control Transaction"). We expect the Change of Control Transaction to close on or around July 16th, 2021 or shortly thereafter.

The Applicable Contract(s) and/or applicable municipal ordinances require that Veracity either obtain your consent to such Change of Control Transaction or provide you written notice prior to such Change of Control Transaction.

In connection with the contemplated Change of Control Transaction and solely as required by the Applicable Contract(s) and/or applicable municipal ordinance, Veracity hereby requests your consent to the Change of Control Transaction or your waiver of any prior written notice requirement in the Applicable Contract(s) in connection with the Change of Control Transaction. Your consent or waiver will not relieve Veracity of its obligations under the Applicable Contract(s). If the Applicable Contract(s) requires only that Veracity provide you with prior written notice, then this letter shall be deemed to satisfy such requirement.

Specifically, by signing this letter, you: (i) acknowledge and consent to the Change of Control Transaction; (ii) waive any right to terminate the Applicable Contract(s) as a result of the Change of Control Transaction, as well as any other right or notice period of any kind that may be triggered in whole or in part in connection with the assignment; (iii) acknowledge and confirm that Veracity is not in default or breach of any term or provision of the Applicable Contract(s); (iv) acknowledges that the Applicable Contract(s) will continue in full force and effect in accordance with its terms following the Change of Control Transaction; and (v) acknowledge and confirm that there is no outstanding defense, offset, claim or counterclaim by or in favor of you against Veracity

under the Applicable Contract(s) or against the obligations of Veracity under the Applicable Contract(s).

In the event that the closing of the Change of Control Transaction does not occur, the notice given to you, or consent requested or granted hereunder, shall be of no legal force and effect and shall be null and void.

This letter is confidential and its contents shall not be disclosed to any third party without the prior written consent of Veracity. This letter will constitute a legally binding agreement of the undersigned.

To the extent that your consent or waiver is required, please acknowledge your agreement to the foregoing by signing the space indicated below and returning a signed copy via e-mail to Marshall.Erb@veracitynetworks.com. If you have any questions or comments, please contact Marshall Erb at the email address listed above. Thank you for your prompt attention in connection with this matter.

Regards,



Marshall E. Erb  
CEO

Acknowledged and agreed:

**CITY OF PLEASANT GROVE, UTAH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISE AGREEMENT BETWEEN THE CITY  
OF PLEASANT GROVE, UTAH AND Veracity Networks**

THIS FRANCHISE AGREEMENT, (hereinafter "Agreement") is entered into as of the 25 day of May, 2021, by and between the City of Pleasant Grove, Utah (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 70 South 100 East, Pleasant Grove, Utah, and Veracity Networks, LLC (hereinafter "Company"), a Corporation/Limited Liability Company, with its principal offices at: \_\_\_\_\_

357 South 670 West, Suite 300  
Lindon, UT. 84042

**WITNESSETH:**

**WHEREAS**, the Company desires to provide internet and telecommunications services ("Services") within the City and in connection therewith to establish an internet and telecommunications services network ("Network") in, under, along, over, and across present and future rights-of-way of the City, consisting of telephone and telecommunications lines, conduits, fiber, cables, manholes, handholes, and all other necessary appurtenances ("System" or "Network"); and

**WHEREAS**, the City, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the Company a nonexclusive franchise to install, operate, repair, remove, replace, and maintain the Network in the City.

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

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

**ARTICLE 1  
FRANCHISE AGREEMENT AND ORDINANCE**

**1.1 Agreement.** Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between City and Company.

**1.2 Ordinance.** The City has adopted Ordinance No. \_\_ ("Ordinance") granting Company the right to operate the Network in the City. Company acknowledges it has read the Ordinance and this Agreement and that it agrees to comply with all terms and provisions in the Ordinance and this Agreement.

**1.3 Grant of Franchise.** The Network services Franchise ("Franchise") provided hereby shall confer upon the Company the nonexclusive right, privilege, and franchise to install, lease, operate, repair, maintain, remove, and replace its Network on, over, and under the present and future public rights of way in the City in order to provide services. Any services provided that would be subject to the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410) much be charged at the appropriate, lawful rate.

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

**1.5 Licenses.** The Company acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to provide services consistent with the provisions of this Agreement.

**1.6 Financial Capability.** Company warrants that it has the financial capability to construct, maintain, and operate an Internet Services Network and to otherwise comply with the provisions of this Agreement.

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

**1.8 Pole Attachments.** The Franchise does not grant Company the right to use City poles, conduit, or other facilities. The use of such facilities shall be governed by separate agreement.

## **ARTICLE 2 COMPANY CONSIDERATION**

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

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

For all services other than telecommunications services under the Municipal Telecommunication License Tax, such as internet services, the Provider shall pay to the City a license fee of three and one-half percent (3.5%) of its Gross Receipts derived from such services provided within the City to compensate the City for use of its public rights-of-way, streets, and roads.

**2.2 Conduit in Lieu of License Fee.** At City's option, City may require Company to

install one (1) parallel conduit in lieu of the License Fee above for any conduit that is necessary in accordance with the City's Fiber Master Plan when Company installs facilities within the City's rights-of-way. Such conduit shall be for the exclusive use and benefit of the City ("City Conduit") and shall be of the same size, quality, and length as the conduit installed by Company for its own purposes pursuant to this Agreement. The Company shall also allow the City to use the Company's related appurtenances such as manholes, handholes, housing, pedestals, boxes, ducts, equipment, and facilities to enable the City to fully utilize the City Conduit. Upon installation, ownership of the City Conduit shall automatically transfer to the City and thereafter all maintenance, repair and removal of such conduit shall be the responsibility of the City.

**2.3 Renegotiation of Fees.** The Parties recognize the need to comply with local, state, and federal law with respect to the fees in Section 2.1. Therefore, the Parties agree to discuss a renegotiation of the fees so that it accurately reflects the impacts to City's streets, rights-of-way, and roads. For example, if Company has proposed a fee calculated on a per-foot encroachment into City streets, rights-of-way, and roads. The City agrees to discuss a renegotiation of the fees based on Company's proposal. Nevertheless, this Section is subject to at all times the legislative discretion of the City Council, and Company recognizes this Section provides no legal rights or remedies in the event the City Council chooses to exercise this legislative discretion and not approve the renegotiated fees.

### **ARTICLE 3 TERM AND RENEWAL**

**3.1 Term and Renewal.** The Franchise granted to Company shall be for a period of five (5) years commencing on the effective date of this Agreement. At the end of the initial five (5) year term of this Agreement, the Franchise granted herein shall automatically renew for an additional five-year term unless either party provides ninety (90) days' notice of its intent to terminate this Agreement. At the end of the additional five-year term, the parties shall enter into a new franchise agreement if both parties wish to continue the Franchise. Notwithstanding the foregoing renewal provisions, the parties agree to amend this Agreement at any time it becomes necessary to modify the same in order to comply with any new federal or state laws or regulations governing the provision of Services.

**3.2 Rights of Company Upon Expiration or Revocation.** Upon expiration of the Franchise granted herein, whether by lapse of time, by agreement between the Company and the City, or by revocation or forfeiture, the Company shall have the right to remove from the rights-of-way any and all of its Network, but in such event, it shall be the duty of the Company, immediately upon such removal, to restore the Rights-of Way from which such Network is removed to as good a condition as the same was before the removal was effected, normal wear and tear excepted.

### **ARTICLE 4 USE AND RELOCATION OF FACILITIES IN THE PUBLIC RIGHT-OF-WAY.**

**4.1 Franchise Rights to Use the Public Right-of-Way.**



(a) The Company shall have the right to use the public rights-of-way within the City to construct and maintain its Network subject to the conditions set forth in this Agreement; provided, however, that the Company shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, over, under, or within any City park, City property, or other City owned recreational area currently existing or developed in the future in which the Network is not already installed within without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose.

(b) In addition, Company shall have the right to utilize any easements across private property granted to the City for utility purposes, provided the City's written permission, which shall be reasonably provided, is obtained in each case and the documents granting such easements to the City authorize such use. Company specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Franchise extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. Company is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right-of-way and Company remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

(c) Prior to the installation of any of Company's Network in public utility easements, Company shall provide advance notification to any property owners on whose property the easement is located. Such advance notification shall be at least two days prior to installation of such Network. Notification shall be made by written notice. Such notification shall set forth the date during which Company will be installing the Network in the public utility easement and shall provide a telephone number where property owners may call Company pertaining to any questions or complaints concerning use of the public utility easement by Company. Upon commencement of installation of the Network in a public utility easement, Company shall proceed diligently to complete that installation. Conduits/underground facilities shall be buried at a minimum depth of 42 inches and "bury tape" identifying the utility shall be installed within 1 foot of finished grade, when possible. No trenches or otherwise uncovered areas shall be left open longer than necessary to complete the installation. All disturbed landscaping shall be replaced or repaired to the landowner's reasonable satisfaction as the same was before the removal or disturbance within ten (10) business days of receipt of notice from landowner. Damage to City pipelines resulting from installation or maintenance of the Network shall be reported immediately to the City Engineer and repaired immediately by qualified personnel. All work performed in City rights-of-way, roads, trails, parks, property, and improvements shall be done in compliance to the City's most recent standards and specifications not otherwise in material conflict with the rights and obligations of this Agreement.

**4.2 Company Duty to Relocate; Subordination to City Use.** Whenever the City, for any lawful public purpose, shall require the relocation or reinstallation of any of the Network of the Company or its successors or assigns in any of the streets, alleys, rights-of-way, or public property of the City, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not more



than sixty (60) calendar days, weather permitting, to remove and relocate or reinstall such Network as may be reasonably necessary to meet the requirements of the City. Such relocation, removal, or reinstallation by the Company shall be at no cost to the City; provided, however, that the Company and its successors and assigns may maintain and operate such Network, with the necessary appurtenances, in the new location or locations without additional payment, if the new location is a public place. Notwithstanding the foregoing, the duty of the Company to install or relocate its lines underground shall be subject to the provisions of paragraph 4.4 below. Any money and all rights to reimbursement from the State of Utah or the federal government to which the Company may be entitled for work done by Company pursuant to this paragraph shall be the property of the Company. The City shall assign or otherwise transfer to the Company all rights the City may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement. In the event the City has required the Company to relocate its Network to accommodate a private third party or third-party utility, the City shall use good faith to require such third party to pay the costs of relocation. Company may seek any and all legal and equitable means to obtain compensation from such private third party or third-party utility. Notwithstanding anything to the contrary herein, the Company's use of the right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. The City and Company shall coordinate the placement of their respective facilities and improvements in a manner which minimizes adverse impact on each other. Where placement is not otherwise regulated, the Network shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

**4.3 Duty to Obtain Approval to Move Company Property; Emergency.** Except as otherwise provided herein, the City, without the prior written approval of the Company, shall not intentionally alter, remove, relocate, or otherwise interfere with any of the Company's Network. However, if it becomes necessary (in the reasonable judgment of the City Manager or his designee) to cut, move, remove, or damage any of the cables, appliances, or other fixtures of the Network of the Company because of a fire, emergency posing an imminent threat of serious harm to persons or property, disaster, or imminent threat of serious harm to persons or property thereof, these acts may be done without prior written approval of the Company, and the repairs thereby rendered necessary shall be made by the Company, without charge to the City. Should the City take good faith actions pursuant to this paragraph solely in an emergency as detailed above, the Company shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, liens, or liability for (a) loss or damage to the Company's property and/or (b) interruptions of public services provided by the use of or through the Company's property (including Telecommunications services provided by the Company to the Company's customers), whether such claims, demands, liens, or liability arise from or are brought by the Company, its insurers, the Company's customers, or third parties. If, however, the City requests emergency funding reimbursement from federal, state, or other governmental sources, the City shall include in its request the costs incurred by the Company to repair Company property and the Network damaged by the City in responding to the emergency. Any funds received by the City on behalf of Company shall be paid to the Company within thirty (30) business days.

**4.4 Location to Minimize Interference.** All lines, poles, towers, pipes, conduits, equipment, property, structures, and assets of the Company shall be located so as to minimize

interference with the use of streets, alleys, rights-of-way, and public property by others and shall reasonably avoid interference with the rights of owners of private property that abuts any of said streets, alleys, rights-of-way, or public property.

**4.5 Repair of Damage.** If during the course of work on its Network, the Company causes damage to or unreasonably alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company (at its own cost and expense and in a manner approved by the City) shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement or other public property to its previous condition, in accordance with applicable City ordinances, policies, and regulations relating to repair work of similar character to the reasonable satisfaction of the City. Except in case of emergency, the Company, prior to commencing work in the public way, street, or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Such permit shall not be unreasonably withheld, conditioned, or delayed. The Company shall abide by all reasonable regulations and requirements of the City for such work not otherwise in material conflict with the rights and obligations of this Agreement.

**4.6 Guarantee of Work.** For work on any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Company shall be required, pursuant to City ordinances, policies, and regulations not otherwise in material conflict with the rights and obligations of this Agreement, to obtain an excavation/encroachment permit and post a bond in a form reasonably approved by the City to guarantee that such is restored to its condition prior to Company's work. In addition, Company may be required to post a bond to guarantee that, for a period of one year following completion of the work performed, said streets, alleys, rights-of-way, or public property continue to meet City standards as such standards are related to the Company's work.

**4.7 Safety Standards.** The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required by applicable safety regulations, or standards imposed by law including, but not limited to signing in conformance with the Federal and State of Utah manuals on Uniform Traffic Control Devices.

**4.8 Supervision by the City.**

- a. The Company shall construct, operate, and maintain the Network within the City in strict compliance with all laws, ordinances, and lawfully passed regulations of the City and any other agency having jurisdiction over the operations of the Company.
- b. The Company's Network and all parts thereof within the City shall be subject to the right of periodic inspection by the City; provided that such inspection shall be conducted at reasonable times and upon reasonable notice to the Company.

**4.9 Company's Duty to Remove Its Network.**

- a. Unless the Company elects to abandon the Network in accordance with paragraph 11.5 herein, the Company shall promptly remove, at its own cost and expense, from any public property within the City, all or any part of the Network when one or more of the following conditions occur:
  - (1) The Company ceases to operate the Network for a continuous period of twelve months, and does not respond to written notice from the City within thirty days after receiving such notice following any such cessation, except when the cessation of service is a direct result of a natural or man-made disaster;
  - (2) The Company fails to construct said Network as herein provided and does not respond to written notice from the City within thirty days after receiving such notice following any such failure;
  - (3) The Franchise is terminated or revoked pursuant to notice and the terms of this Agreement as provided herein; or
  - (4) The Franchise expires pursuant to this Agreement.
- b. The removal of any or all of the Network by the Company that requires trenching or other opening of the City's streets shall be done only after the Company obtains prior written notice and approval from the City, which shall not be unreasonably withheld or delayed.
- c. The Company shall receive notice, in writing from the City, setting forth one or more of the occurrences specified in Subparagraph 4.9 (a) above and shall have ninety (90) calendar days from the date upon which said notice is received, weather permitting, to remove or abandon such Network.

**4.10 Notice of Closure of Streets.** Except in cases of emergency, the Company shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of the Network which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by the Company, no such closure shall take place without prior authorization from the City. In addition, all work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected as required by paragraph 4.7, above.

**4.11 Agreement to Abide by Construction and Technical Requirements.** In addition to the provisions of this Article 4, Company expressly agrees to comply with all other provisions of City ordinances, regulations, and standards not otherwise in material conflict with the rights and obligations of this Agreement governing the construction of the Network in any public street, alley, right-of-way, sidewalk, utility, public

improvement, or other public property.

## **ARTICLE 5 POLICE POWERS**

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

## **ARTICLE 6 SEVERABILITY**

**6. Severability.** If any section, sentence, paragraph, term or provision of this Agreement or Chapter 6.03 of the City Code is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is (if applicable) the Company's provision of City Conduit and related appurtenances during the term of this Agreement, and the City's ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and the City's ordinances, regulations, and standards. For the Company, "material consideration" is its ability to use the Rights-of-Way for Services purposes in a manner similar to that provided in this Agreement and the City's ordinances, regulations, and standards.

## **ARTICLE 7 EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES**

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

(a) The Company fails to pay or provide the consideration in Article 2 and does not correct such failure within thirty (30) calendar days after written notice by the City of such failure; or

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

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

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a director or officer of the Company knowingly engages in conduct or makes a material misrepresentation with or to the City that is fraudulent or in violation of a felony criminal statute of the State of Utah.

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

**7.3 Remedies at Law.** In the event the Company or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

**7.4 Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party

(other than the permitted successors and assigns of a party hereto).

## **ARTICLE 8 NOTICES**

**8.1 City Designee and Address.** The City Manager or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 70 South 100 East, Pleasant Grove, Utah 84062, or such other officer and address as the City may designate by written notice to the Company.

**8.2 Company Designee and Address.** Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Agreement, shall be delivered to:

[INSERT CONTACT INFO]

**8.3 Failure of Designee.** The failure or omission of the City's or Company's representative to act shall not constitute any waiver or estoppel by the City or Company.

## **ARTICLE 9 INSURANCE AND INDEMNIFICATION**

**9.1 No Liability.** Except as otherwise specifically provided herein, the City shall in no way be liable or responsible for any loss or damage to property, including financial or other business loss (whether direct, indirect, or consequential), or any injury to or death of any person that may occur in the construction, operation, or maintenance by the Company of its lines and appurtenances hereunder, except to the extent of the City's or its officers', agents', and employees' negligence or willful misconduct. Notwithstanding any other provision of this Agreement, in no event shall either party be liable for any consequential, special, incidental, punitive, indirect or similar damages.

### **9.2 Company Indemnification of City.**

(a) The Company shall indemnify, and control the defense of, and hold the City, its officers, agents and employees thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the costs of defense plus



reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Company's negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction, operation, and maintenance of the Network, whether or not any such use, act, or omission complained of is authorized, allowed, or prohibited by this Agreement.

(b) The Company shall give prompt written notice to the City of any claim, demand, or lien that may result in a lawsuit against the City. If, in the City's reasonable judgment, a conflict of interest exists between the City and the Company with respect to any claim, demand, or lien, Company shall permit the City to assume the defense of such claim, demand, or lien, and Company shall provide for City's defense with counsel reasonably satisfactory to the City. In such event, in addition to being reimbursed for any such judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Company shall reimburse the City for all reasonable attorney's fees, as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against the City.

(c) Notwithstanding any provision in the Agreement to the contrary, the Company shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand, or lien arises out of or in connection with a breach by the City or its officers, employees, or agents of any obligation under this Agreement or any negligent or otherwise tortious act or failure to act of the City or any of its officers, employees, or agents.

**94 Insurance.** Company shall file a certificate of insurance with the City Risk Manager, and at all times thereafter maintain in full force and effect at its sole expense, a reasonably acceptable commercial general liability policy or policies which have one (1) of the three highest or best ratings from the Alfred M. Best Company of liability insurance. The comprehensive general liability policy or policies shall name as additional insured the City, and in their capacity as such, its officers, agents and employees. Policies of insurance shall be in the minimum single limit amount of three million dollars (\$3,000,000) per occurrence, which must be primary liability insurance with respect to liability arising out of the operations of Company covered by this franchise agreement. The insurer or insurers shall be authorized to write the required insurance in the State of Utah. The policy or policies of insurance shall be maintained by the Company in full force and effect during the entire term of the Franchise. Upon receipt of notice from its insurer(s) Company shall provide the City thirty (30) calendar days advance written notice of cancellation or failure to renew, mailed to the City, and that such notice shall be transmitted postage prepaid.

**9.5 No Creation of a Private Cause of Action.** The provisions set forth herein are not intended to create liability for the benefit of third parties but is solely for the benefit of the Company and the City.

## ARTICLE 10 REMEDIES

**10.1 Duty to Perform.** The Company and the City agree to take all reasonable and necessary actions to ensure that the terms of this Agreement are performed.

**10.2 Remedies at Law.** In the event the Company or the City fail to fulfill any of their respective obligations under this Agreement the City or the Company, whichever the case may be, shall have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

**10.4 Force Majeure.** The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the City to enforce prompt compliance. Nothing herein shall be construed as to imply that City waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

## ARTICLE 11 TRANSFER OF FRANCHISE

**11.1 Written Approval Required.** The Company shall not transfer or assign the Franchise or any rights under this Agreement to another entity, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned, or delayed; provided however, that the Company may fully assign the Franchise to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the Franchise as property subject to the liens of the Company's mortgages or other security interests shall not constitute a transfer or assignment. Any attempted assignment or transfer without such prior written consent shall constitute a default of the Franchise. In the event of such a default, City shall proceed according to the procedure set forth in this ordinance, and any applicable state or federal law.

**11.2 Procedure for Obtaining Approval for Transfer.** At least ninety (90) calendar days before a proposed assignment or transfer of Company's Franchise is scheduled to become effective, Company shall petition in writing for the City Manager's written consent for such a proposed assignment or transfer. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Manager may consider the following:

- (a) experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record

- in other communities);
- (b) qualifications of proposed assignee or transferee;
- (c) legal integrity of proposed assignee or transferee;
- (d) financial ability and stability of the proposed assignee or transferee;
- (e) the corporate connection, if any, between the Company, and proposed assignee or transferee; or
- (f) any other aspect of the proposed assignee's or transferee's background which could affect the health, safety, and welfare of the citizenry of the City as it relates to the operation of the Network.

**11.3 Certification of Assignee.** Before an assignment or transfer is approved by the City Manager, the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by the applicable Franchise, Agreement, and Franchise Ordinance.

**11.4 Effect of Approval.** In the event of any approved assignment or transfer, the assignee or transferee shall assume all obligations and liabilities of Company, except an assignment or transfer shall not relieve the Company of its liabilities under the Agreement until the assignment actually takes place, or unless specifically relieved by federal, or state law, or unless specifically relieved by the City Manager at the time an assignment or transfer is approved. Such a release also does not relieve the Company from liability incurred prior to said assignment or transfer.

**11.5 Abandonment of Facilities by Company.** The Company, with the written consent of the City, may abandon any underground facilities in place, subject to the reasonable requirements of the City. In such an event, the abandoned Network shall become the property of the City, and the Company shall have no further responsibilities or obligations concerning those facilities.

## **ARTICLE 12 ACCEPTANCE BY THE COMPANY OF FRANCHISE**

**12.1 Company Duty to Approve Franchise Agreement.** If the Company has not duly executed this Agreement prior to the City Council's adoption of the corresponding Ordinance, within thirty calendar days after the effective date of the City Council's adoption of the Ordinance, the Company shall execute this Agreement; otherwise, this Agreement and any ordinance adopted relating thereto and all rights granted hereunder shall be null and void.

## **ARTICLE 13 GENERAL PROVISIONS**

**13.1 Binding Agreement.** The parties represent that (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) that each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

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

**13.3 Time of Essence.** Time shall be of the essence of this Agreement.

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

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

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

**13.7 Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

*[Signature page follows]*

THE CITY OF PLEASANT GROVE, UTAH:

Date: 5/27/21

Guy L. Fugal

Guy L. Fugal, Mayor



ATTEST:

Date: 5/27/21

Kathryn J. Kessler

City Recorder

COMPANY

Veracity Networks, LLC

Marshall E. Erb  
Marshall E. Erb - CEO

ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF UTAH } ss

Before me, on this day personally appeared Marshall E. Erb  
known to me to be the person whose name is subscribed to the foregoing instrument and known  
to me to be a CEO of Veracity Networks a Corporation/Limited Liability  
Company, and acknowledged to me that he executed the said instrument for the purposes  
and consideration therein expressed, on behalf of said Corporation/Limited Liability  
Company.

Given under my hand and seal of office this 25 day of May, 2021.

Notary Public: Christina Jackson

Printed Name: Christina Jackson

My Commission Expires: March 23, 2022

[SEAL]





**ORDINANCE NO. 2015-37**

**AN ORDINANCE OF THE CITY COUNCIL OF PLEASANT GROVE, UTAH COUNTY, UTAH, GRANTING, APPROVING, AND AUTHORIZING THE MAYOR TO SIGN A FRANCHISE AGREEMENT IN FAVOR OF VERACITY NETWORKS, LLC FOR A NON-EXCLUSIVE FRANCHISE TO USE THE CITY RIGHTS OF WAY TO PROVIDE TELECOMMUNICATIONS SERVICES TO RESIDENTS AND BUSINESSES WITHIN THE BOUNDARIES OF PLEASANT GROVE CITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Company desires a non-exclusive franchise to provide telecommunication services to residents, businesses and other customers within the boundaries of the City, and to utilize City rights-of-way for such purpose; and

**WHEREAS**, the City considers it to be in the best interests of the City, and in furtherance of the health, safety and welfare of the public, to grant such franchise to the Company, and in connection therewith desires to authorize the use of City rights-of-way in accordance with the provisions of this Agreement, and all applicable City ordinances and state and federal law, including, without limitation, the Federal Telecommunications Act of 1996 (the "Telecommunications Act"); and

**WHEREAS**, City and Veracity Networks, LLC have negotiated this Agreement and now submit it for legislative and polity approval to the Municipal Council.

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

**SECTION 1: FRANCHISE GRANTED:**

A non-exclusive franchise is hereby approved and GRANTED to Veracity Networks, LLC pursuant to the terms and conditions as set forth in the Franchise Agreement which is attached hereto as Exhibit "A" and the Telecommunications Franchise Ordinance of the City.

**SECTION 2: AUTHORIZATION:**

The Mayor is hereby authorized to sign the subject Franchise Agreement.

**SECTION 3: EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

**SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE** by the City Council of Pleasant Grove City, Utah County, Utah; this 29<sup>th</sup> day of September, 2015.

ATTEST:

Kathy T. Kresser  
Kathy T. Kresser, City Recorder, CMC

Michael W. Daniels  
Michael W. Daniels, Mayor



**ROLL CALL**

VOTING	YES	NO
Mayor Mike Daniels (votes only in case of tie)		
Dianna Andersen (Council Member)	✓	
Cindy Boyd (Council Member)	✓	
Eric Jensen (Council Member)	✓	
Cyd LeMone (Council Member)	✓	
Ben Stanley (Council Member)		

Date Approved: Sept 29, 2015

Motion by: Cyd LeMone

Seconded by: Diana Andersen

**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. 2015-37 was posted in the Daily Herald Newspaper on this 4 day of October, 2015.

Dated this 30 day of September, 2015.

Kathy T. Kresser  
Kathy T. Kresser, CMC  
City Recorder



**FRANCHISE AGREEMENT**  
**Pleasant Grove City – Veracity Networks, LLC**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between the City of Pleasant Grove, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 70 South 100 East, Pleasant Grove, Utah, 84062, and Veracity Networks, LLC, with its principal offices at 170 West Election road, Suite 200, Draper, Utah 84020.

**WITNESSETH:**

WHEREAS, Veracity Networks, LLC desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

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

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide Veracity Networks, LLC a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and Veracity Networks, LLC, agree as follows:

**ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.**

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

1.2 **Ordinance.** The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. Veracity Networks, LLC, acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require Veracity Networks, LLC to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY's authority.

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

1.4 **Franchise Description.** The Telecommunications Franchise provided hereby shall confer upon Veracity Networks, LLC the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to Veracity Networks, LLC the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude Veracity Networks, LLC from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize Veracity Networks LLC System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

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

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

## ARTICLE 2. FRANCHISE FEE.

2.1 **Franchise Fee.** For the Franchise granted herein, Veracity Networks, LLC shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

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

2.2 **Equal Treatment.** CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the



percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

### **ARTICLE 3. TERM AND RENEWAL.**

3.1 **Term and Renewal.** The franchise granted to Veracity Networks, LLC shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial Five (5) year term of this Agreement, the franchise granted herein may be renewed by Veracity Networks, LLC upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of Veracity Networks, LLC intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

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

### **ARTICLE 4. POLICE POWERS.**

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

### **ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.**

5.1 **Meet to Confer.** Veracity Networks, LLC and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way Veracity Networks, LLC conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, Veracity Networks, LLC and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

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

## **ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.**

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

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

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

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

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

**6.3 Remedies at Law.** In the event Veracity Networks, LLC or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or Veracity Networks, LLC, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and Veracity Networks, LLC relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

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

## **ARTICLE 7. PARTIES' DESIGNEES.**

**7.1 CITY designee and Address.** The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from VERACITY NETWORKS, LLC to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 70 South 100 East, Pleasant Grove, Utah 84062, or such other officer and address as the CITY may designate by written notice to Scott D. Nelson, President of Veracity Networks, LLC at 170 West Election Road, Suite 200 Draper, Utah, 84020.

**7.2 VERACITY NETWORKS, LLC Designee and Address.** Scott D. Nelson, President and Chief Operations Officer or his or her designee(s) shall serve as Veracity Networks, LLC's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to Veracity Networks, LLC pursuant to or concerning this Agreement, shall be delivered to Veracity Networks, LLC headquarter offices at 170 West Election Road, Suite 200, Draper, Utah 84020, and such other office as Veracity Networks, LLC may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or Veracity Networks, LLC representative to act shall not constitute any waiver or estoppels by the CITY or Veracity Networks, LLC.

## ARTICLE 8. INSURANCE AND INDEMNIFICATION

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

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

## ARTICLE 9. INSTALLATION

9.1 **Coordinated Installation.** In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, Veracity Networks, LLC, shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 **Underground Installation.** Unless otherwise provided, all of Veracity Networks, LLC facilities within the CITY shall be constructed underground. Notwithstanding

the provisions of Article 1.3 of this Agreement, Veracity Networks, LLC expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require Veracity Networks, LLC to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so. In the event that Veracity Networks, LLC obtains ownership of existing overhead facilities and the supporting poles are removed or relocated, the telecommunication facilities must relocate to the new poles or go underground. Veracity Networks, LLC may not maintain overhead systems which are offered by abandonment or transfer from power provider where existing overhead facilities exist. Any existing overhead systems must move underground should the overhead system need replacing.

9.3 **Location of Conduit and Junction Boxes.** Veracity Networks, LLC is required to coordinate and jointly locate conduit for backbone, mainline fiber, and wiring.

9.4 **Emergency Repairs.** In any Emergency event in which Provider needs to cut or excavate a Public Way, and in which the Provider must act immediately and is unable to obtain a permit for excavating in the Public ROW from the City beforehand, the Provider shall provide the City Public Works Department with notification of such work as soon as practicable by calling the City Public Works Department at its regular number, or if after the Department's business hours, by calling (801) 785-3506 or such other emergency telephone number provided to Provider by the City, and shall report the emergency and all related information requested by the City representative on call. In the event the Provider is unable to reach a City representative by calling the City's emergency telephone number, then the Provider shall continue to try to reach a City representative by calling that number or by reaching the City's Public Works Department by the fastest means possible, but shall in any event call the Public Works Department to report the emergency within the first hour of the next day on which the City is open for business. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency.

## **ARTICLE 10. GENERAL PROVISIONS**

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

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

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

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

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

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

SIGNED AND ENTERED INTO this 29 day of September, 2015

"CITY"

CITY OF PLEASANT GROVE

By: Michael W. Daniels

Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser  
Kathy T. Kresser, City Recorder

APPROVED AS TO FORM:

Christine M. Petersen  
Christine M. Petersen, City Attorney



"VERACITY NETWORKS, LLC"



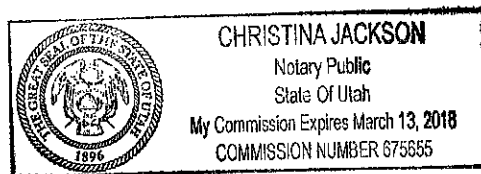
By: Scott D. Nelson  
Scott D. Nelson, President & COO

### CORPORATE ACKNOWLEDGMENT

STATE OF Utah )  
 )  
COUNTY OF Salt Lake )  
 ) :SS.

On the 28th day of September, 2015 personally appeared before me Scott D. Nelson, who being by me duly sworn did say that he is the President/COO, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

Christina Jackson  
Notary Public  
My Commission Expires: 3/13/16



**EXHIBIT "A"**  
**Telecommunications Rights-of-Way Ordinance**



**RESOLUTION NO. 2021-034**

**RESOLUTION OF THE CITY OF PLEASANT GROVE, UTAH APPROVING THE TRANSFER OF THE T-MOBILE WEST CORPORATION'S SITE LEASE AGREEMENT TO VERTICAL BRIDGE TOWERS III, FOR THE MANILA PARK CELL TOWER LOCATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, T-Mobile West Corporation ("T-Mobile")("Lessee") entered into a Site Lease Agreement with Pleasant Grove City for a cell tower site at the Manila Park located approximately at 1550 North 100 East in Pleasant Grove, Utah County, on or about November 19, 2008; and

**WHEREAS**, said lease agreement has been renewed pursuant to its terms and is in its second renewal period of five- year terms; and

**WHEREAS**, City has received notification from Vertical Bridge Towers III, LLC ("Vertical Bridge") that they have recently acquired all of the interest in the company operating the cell tower site; and

**WHEREAS**, said lease agreement allows Lessee to transfer the Lease upon written notice to City as Lessor; and

**WHEREAS**, Vertical Bridge has given written notification to City that they intend to assume the lease with its rights and obligations; and

**WHEREAS**, Vertical Bridge will now assume the monthly Lease payments as of August 1, 2021 and has requested that the lease be transferred to their company;

**WHEREAS**, the Lessor finds Vertical Bridge to be a suitable transferee.

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

**SECTION I.**

Pleasant Grove City hereby consents to the Transfer of the T-Mobile Lease to Vertical Bridge Towers III, LLC, all in accordance with the terms of the Lease.

**SECTION 2.**

This Resolution shall take effect immediately upon its passage by the city council.

**APPROVED AND ADOPTED**, this 20<sup>th</sup> day of July, 2021.

\_\_\_\_\_  
Eric Jensen, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Kathy T. Kresser, MMC  
City Recorder

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

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







Vertical Bridge Towers III, LLC  
c/o Vertical Bridge REIT, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, Florida 33487  
Phone: (561) 544-7482  
Email: [acox@verticalbridge.com](mailto:acox@verticalbridge.com)

June 2, 2021

Sent Via Certified Mail

CITY OF PLEASANT GROVE, UT  
Attn: Finance Officer  
70 South 100 East  
Pleasant Grove, UT 84062

RE: **VB Site ID: US-UT-5038**  
**Site Address: 1550 N 100 E, Pleasant Grove, UT 84003 (the "Site")**

Dear Landlord:

Vertical Bridge Towers III, LLC ("Vertical Bridge") recently acquired all of the interest in the company VBT SUB 2, LLC ("VBT SUB 2"). VBT SUB 2 was previously owned by certain T-Mobile affiliates. Prior to the sale of VBT SUB 2 to Vertical Bridge, VBT SUB 2 acquired from the applicable T-Mobile affiliate a communications facility located on your property, the Site. I'm writing to introduce myself as your new Vertical Bridge contact for anything regarding the Site. Please provide the information requested below and enclosed so we can update your information in our records. Vertical Bridge and T-Mobile have a transition services agreement whereby T-Mobile shall make all ground payments on Vertical Bridge's behalf, until August 1, 2021, at which time Vertical Bridge shall assume all payment obligations.

Enclosed are the following items:

- **Transaction Documents:** A copy of the Membership Interest Assignment and Assumption Agreement, dated April 29, 2021 for your records.
- **Electronic Payment Form:** Our electric fund transfer (EFT) information and authorization form for you to complete and return to us— this enables us to pay your rent via electronic deposit directly to your bank account, eliminating mail delays or loss.
- **Vertical Bridge Contact Form:** A form for you to return to us with your contact names, email address, phone numbers, etc.
- **IRS Form W-9:** A blank W-9 form for you to return to us with your tax identification number for the required Form 1099 filings with the IRS. Please remember that the name on the W-9 must agree with the name on the rent checks we will send to you. In addition, if there are multiple payees, you must return separate W-9 forms for each payee unless they are married individuals filing joint tax returns.

Additionally, this letter shall serve as official written notice pursuant to the Site Agreement that, effectively immediately, all written notices and correspondence should be sent to:

Vertical Bridge Towers III, LLC  
c/o Vertical Bridge REIT, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, Florida 33487  
Attention: General Counsel  
Ref: US-UT-5038

Please visit our website at [www.VerticalBridge.com](http://www.VerticalBridge.com) for more information about our company. If you have any questions or concerns, you can reach me by phone at (561) 544-7482, by email at [acox@verticalbridge.com](mailto:acox@verticalbridge.com), or by fax at (561) 634-3581.

Thank you and we look forward to working with you.

Sincerely,

*Ashley N. Cox*

Ashley N. Cox - Asset Manager

## VB Information Form

Please complete this form and send via email or fax to:

Vertical Bridge Towers III, LLC  
c/o Vertical Bridge REIT, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, Florida 33487  
Attn: Ashley N. Cox  
Fax: 561-634-3581  
Email: [acox@verticalbridge.com](mailto:acox@verticalbridge.com)

VB Site ID : US-UT-5038

Your name for this site, if different

Your site ID reference code/name, if any

Lease commencement date, per your records

Please indicate the complete address (including any contact names and your 9-digit zip code) where the VB rent invoices should be mailed:

Attn:

Address:

City:

State:

Zip code:

### Your Contact Information:

	Name	Phone	Email
Terms of the Site Agreement:			
Operations\Site Access: (if different than above)			
Rent Payments: (if different than above)			
Other (please explain) (if different than above)			



Vertical Bridge records indicates that your most recent payment was made via paper check. Our preferred payment method is via electronic funds transfer (EFT) where we direct deposit your payment to the bank account of your choice. This ensures you receive your payment faster, more secure and in an environmentally friendly way as we look to reduce the use of paper. A payment notice with details will also be emailed to you if you provide an email address.

***What do you need to do to enroll?*** Clearly and completely fill out the Authorization form on the reverse and include a voided check. Please include your Vertical Bridge Site ID so we can correctly identify your account.

See below for a sample voided check to help you learn where the required banking information can be found on your check to include on the form.

**PLEASE NOTE THAT PAYMENTS ARE SENT VIA ACH. PLEASE CONTACT YOUR FINANCIAL INSTITUTION TO DETERMINE THE ACH ROUTING NUMBER.**

A sample voided check from 1STBANK. The check is yellowed and has a "VOID" watermark. It includes the following information:  
- Valued Customer: 1234  
- 123 Main St.  
- Anytown, USA 01234  
- PAY TO THE ORDER OF: [Redacted]  
- \$ [Redacted] DOLLARS  
- 1STBANK  
- FOR: [Redacted]  
- MICR line: @ 123456789 @ 0000123456 @ 1234  
Below the MICR line, three boxes are labeled:  
- Routing/ ABA Number: 123456789  
- Account Number: 0000123456  
- Check Number: 1234

Vertical Bridge strongly encourages you to take advantage of this payment option. All account information will be kept confidential and secure. Vertical Bridge greatly values its relationship with you and is very pleased to offer you the opportunity to receive your payments faster and without reliance on postal delivery.

If you have any questions, please contact

Jessica Vinson at (561) 406-4024



### **Electronic Payment Authorization Form**

To facilitate the processing of rental payments or other sums that may be due to Latham Circle Associates, LLC ("Landlord") from Vertical Bridge Towers III, LLC, and/or its affiliates, successors, and assigns (collectively, "Vertical Bridge"), pursuant to the Site Agreement, Landlord hereby agrees as follows:

E-CHECK/ACH AUTHORIZATION: Landlord hereby voluntarily authorizes Vertical Bridge to initiate automatic credit and corrective debit entries to Landlord's bank account as follows: (Please provide information for only one (1) account.)

1. Name of Bank: \_\_\_\_\_  
State: \_\_\_\_\_  
Account Type: Checking / Savings (Circle One) \_\_\_\_\_  
ACH Bank Routing/ABA Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_
2. Name of person/entity to be paid: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Email address (for notification of EFT payments): \_\_\_\_\_

3. Please attach your voided check (Checking) or Deposit Slip (Savings).

Landlord acknowledges that it may terminate this authorization by notifying Vertical Bridge in such time and manner as to afford Vertical Bridge and the banks a reasonable opportunity to act on it, receive proper payment and adjust for errors.

If there is any missing or erroneous information regarding Landlord's bank, bank routing and transit number, or account number, you hereby authorize Vertical Bridge to verify and correct such information. Failure to provide requested information may delay or prevent ACH payments.

By signing this Electronic Payment Authorization Form below, you acknowledge that you provided the information herein voluntarily with the intention of facilitating electronic transactions involving the above account. This authorization is applicable to all payments issued to Landlord/Vendor by Vertical Bridge under the designated taxpayer identification number (TIN) or SSN.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete and return this form to:

Vertical Bridge  
Attn: Jessica Vinson  
750 Park of Commerce Drive Suite 200  
Boca Raton, FL 33487  
or via facsimile: (561) 406-4024  
or via email: JVinson@verticalbridge.com

VB Site ID: US-NY-5133

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## MEMBERSHIP INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT

This **MEMBERSHIP INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Agreement**"), dated as of April 29, 2021, is by and among SprintCom, Inc., a Kansas corporation ("**Seller**"), and Vertical Bridge Towers III, LLC, a Delaware limited liability company ("**Buyer**"). Buyer and Seller may be individually referred to as a "**Party**" and collectively as the "**Parties**". Initially capitalized terms used but not defined in this Agreement have the meanings given to them in the PSA (as defined below).

### RECITALS

- A. The Parties and certain of their respective Affiliates are parties to the Purchase and Sale Agreement, dated as of April 29, 2021 (as amended, modified, and supplemented from time to time, the "**PSA**").
- B. Pursuant to the PSA, Seller has agreed to sell, convey, assign, transfer and deliver its Sale Site Subsidiary Interests (the "**Specified Sale Site Subsidiary Interests**") in VBT Sub 2, LLC, a Delaware limited liability company (the "**Specified Sale Site Subsidiary**"), to Buyer, and Buyer has agreed to purchase, acquire and assume such Specified Sale Site Subsidiary Interests.
- C. In accordance with Section 2.2(c) of the PSA, Buyer and Seller are entering into this Agreement.

### AGREEMENT

For the consideration described in the PSA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Buyer and Seller agree as follows:

- 1. Sale and Purchase. As of the date hereof, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of Specified Sale Site Subsidiary Interests, free and clear of all Liens, and Buyer hereby purchases, acquires and assumes from Seller all such Specified Sale Site Subsidiary Interests. Upon the consummation of the sale, conveyance, assignment, transfer and delivery of such Specified Sale Site Subsidiary Interests by Seller to Buyer, and the purchase, acquisition and assumption of such Specified Sale Site Subsidiary Interests by Buyer from Seller, Seller shall resign as a member of the Specified Sale Site Subsidiary in accordance with the Specified Sale Site Subsidiary LLC Agreement, and Buyer shall be admitted to and shall become the sole member of the Specified Sale Site Subsidiary in accordance with the Specified Sale Site Subsidiary LLC Agreement and shall be bound by the terms and conditions of the Specified Sale Site Subsidiary LLC Agreement.
- 2. PSA Controls. This Agreement is being executed and delivered pursuant to the PSA, and the respective rights and obligations of Seller and Buyer hereunder shall be subject to, governed by and construed in accordance with the terms and conditions of the PSA. Neither the entry into this Agreement nor any provision of this Agreement shall in any way enlarge, restrict or otherwise modify the express provisions (including the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the Parties or the parties to the PSA) set forth in the PSA or constitute a waiver or release by any party to the PSA of any liabilities, duties or obligations imposed



thereby. This Agreement, the PSA and the other Collateral Agreements constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, both written and oral, among the Parties with respect to the subject matter of this Agreement.

3. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and permitted assigns.
4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Any signature pages of this Agreement transmitted by telecopier or by electronic mail in portable document format shall have the same legal effect as an original executed signature page.
5. Notices. All notices and other communications required or permitted to be given or delivered under this Agreement shall be given in accordance with Section 12.5 of the PSA.
6. Amendment; Waivers. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against which enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by a Party of a breach of or a default under any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity.
7. Collateral Agreement. The Parties acknowledge and agree that this Agreement constitutes a Collateral Agreement for purposes of the PSA.
8. True Sale or Absolute Conveyance; Solvency. Each conveyance hereunder is without recourse to Seller except as otherwise provided herein (including the covenants, representations and other agreements set forth herein) or in the PSA. The conveyances hereunder are intended by the Parties to be "true sales" or absolute conveyances at law. Seller and the Buyer agree to record each conveyance as a sale or purchase, as the case may be, on its books and records, and reflect each conveyance in its financial statements and tax returns as a sale or purchase, as the case may be, unless otherwise required by applicable accounting principles or tax regulations.
9. Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Jury. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION). Each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contained in or contemplated by this Agreement exclusively in the Seattle courthouse of the United States District Court for the Western District of Washington or any Washington state court sitting in the city of Seattle

and appellate courts having jurisdiction of appeals from any of the foregoing (the "**Chosen Courts**"), and, solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party and (iv) agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 5. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, the Parties shall negotiate in good faith to modify this Agreement so as to (i) effect the original intent of the Parties as closely as possible and (ii) to ensure that the economic and legal substance of the transactions contemplated by this Agreement to the Parties is not materially and adversely affected as a result of such provision being invalid, illegal or incapable of being enforced, in each case, in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. If following the modification(s) to this Agreement described in the foregoing sentence, the economic and legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any Party, all other conditions and provisions of this Agreement shall remain in full force and effect.

\* \* \* \* Remainder of Page Blank – Signature Pages Follow \* \* \* \*

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

**SELLER:**

**SPRINTCOM, INC.**

By:

DocuSigned by:  
*Mike Simpson*  
5B51722E84E4A46B

Mike Simpson, SVP, Chief  
Procurement Officer, Technology

**BUYER:**

**VERTICAL BRIDGE TOWERS III, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
*Mike Simpson*  
1FA758C79F124AF...

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

**SELLER:**

**SPRINTCOM, INC.**

By: \_\_\_\_\_

Mike Simpson, SVP, Chief  
Procurement Officer, Technology

**BUYER:**

**VERTICAL BRIDGE TOWERS III, LLC**

By: \_\_\_\_\_

Name: Alex Gellman  
Title: CEO

DS  
LR

DS  
DM

DS  
KLG

## **RESOLUTION NO. 2021-035**

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH ARMSTRONG FLINDERS AND ASSOCIATES REALTORS, REGARDING A MIXED USE PROJECT LOCATED AT APPROXIMATELY 67 SOUTH MAIN STREET, PLEASANT GROVE, UTAH PROVIDING FOR CROSS ACCESS EASEMENTS AND A FLEXIBLE PARKING EASEMENT AND OTHER RELATED MATTERS.**

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

### **SECTION 1.**

**WHEREAS**, Developer is owner of the real property located at approximately 67 South Main Street, Pleasant Grove, Utah; and

**WHEREAS**, said property is located in the Downtown Village Zone; and

**WHEREAS**, Developer is desirous of developing a four (4) story mixed use building within Pleasant Grove City located at approximately 67 South Main Street; and

**WHEREAS**, the proposed development is consistent with the vision established by the Pleasant Grove City Council for the Downtown Village; and

**WHEREAS**, Developer cannot meet all of the parking requirements for the proposed development as required by the types of uses anticipated and the local zoning ordinance; and

**WHEREAS**, Developer has requested assistance from the City to meet said requirements; and

**WHEREAS**, the city and Developer desire to enter this Development Agreement in order to define the terms of their agreement; and

**WHEREAS**, the Project is subject to, and shall conform with this Agreement and the existing city laws; and

**WHEREAS**, the Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as described in this Agreement, and the rights and responsibilities of the City to allow, approve, and regulate such development pursuant to this Agreement.

**WHEREAS**, Developer has agreed to provide certain amenities in return; and

**WHEREAS**, City and Developer have reached mutual agreement as to the responsibilities and terms of said project; and

**NOW THEREFORE, BE IT RESOLVED** as follows:

The Mayor is authorized to enter into and sign a Development Agreement with Armstrong Flinders and Associates, Realtors, LLC for property located at approximately 67 South Main Street, Pleasant Grove, Utah. Said Development Agreement is attached hereto and incorporated herein as Exhibit "A."

### **SECTION 2.**

The provisions of this Resolution shall take effect immediately.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH** this, 20th  
day of July, 2021

\_\_\_\_\_  
\_ Eric Jensen, Mayor Pro-Tem

ATTEST: (SEAL)

\_\_\_\_\_  
Kathy T. Kresser, MMC  
City Recorder

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

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



**When Recorded Return To:**  
**Kathy Kresser**  
**City Recorder**  
**Pleasant Grove City**  
**70 South 100 East**  
**Pleasant Grove, Utah 84062**

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021. ("Effective Date"), by and between PLEASANT GROVE CITY, a Utah municipal corporation, hereinafter "City," and Armstrong Flinders and Associates Realtors, PLLC, a Utah limited liability company whose address is \_\_\_\_\_ ("Developer"). Developer and City are hereinafter referred to collectively as the "Parties," or individually as a "Party."

## **RECITALS**

**WHEREAS**, Developer is owner of the real property located at approximately 67 South Main Street, Pleasant Grove, Utah; and

**WHEREAS**, said property is located in the Downtown Village Zone; and

**WHEREAS**, the proposed development is consistent with the vision established by the Pleasant Grove City Council for the Downtown Village; and

**WHEREAS**, Developer cannot meet all of the parking requirements for the proposed development as required by the types of uses anticipated and the local zoning ordinance; and

**WHEREAS**, Developer has requested assistance from the City to meet said requirements; and

**WHEREAS**, Developer has agreed to provide certain amenities in return; and

**WHEREAS**, Developer may have a need to locate a trash enclosure for the development on City property, adjacent to the development; and

**WHEREAS**, City currently doesn't have a trash enclosure for its dumpster in the parking lot and may desire to share a trash enclosure for the development on City property; and

**WHEREAS**, the city and Developer desire to enter this Development Agreement in order to define the terms of their agreement; and

**WHEREAS**, the Project is subject to, and shall conform with this Agreement and the existing city laws; and

**WHEREAS**, the Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as described in this Agreement, and the rights and responsibilities of the City to allow, approve, and regulate such development pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

### **SECTION ONE: DEVELOPER RESPONSIBILITIES**

1.1 Developer is required to construct a four (4) story mixed use building of similar design and function as represented to the City in its concept plan submittal.

1.2 Developer shall grant reciprocal cross access easements to properties to the north and south of the proposed development in a location and manner to be determined at the time of site plan approval.

1.4 Proposed Project is shown on Exhibit 1 (Concept Plan) which is attached hereto and incorporated herein by reference.

1.5 Developer is required to modify the access for the ProDigital parcel to the new area as shown on the Concept Plan.

1.6 Developer will assist ProDigital in the minor site plan amendment process to get approval for modifying their existing parking area, abandoning their existing access to the city parking lot and establishing access to the new proposed shared access. In the alternative, Developer may obtain an "Owner's Affidavit" from ProDigital and apply for the minor site plan amendment themselves.

1.8 Developer will submit a notarized statement from the property owners affected by the new access and parking locations stating that they are in agreement with the proposed revisions to their site.

1.9 Developer will construct a trash enclosure at its expense of adequate size to accommodate a trash dumpster for the city if it is determined that the trash enclosure for the dumpster needs to be on city property.

1.10 Developer will compensate City for the access and cross parking agreement in the amount of Fifty Thousand Dollars (\$50,000.00). Payable over five (5) years at the rate of Ten Thousand Dollars per year. First payment is due on September 1, 2021 and on September 1<sup>st</sup> annually until full amount is paid. Payments shall be considered late if not paid within 15 days of the due date. Grantee shall pay a penalty of ten (10%) percent per annum for any late payments. Property Owner understands and agrees that a lien shall be placed upon the real property to secure said reimbursement to City.

### **SECTION TWO: CITY RESPONSIBILITIES**

- 2.1 If necessary, allow parking stall encroachment into the existing ten foot (10') landscaping buffer on the east side of the Development. Said encroachment is not to exceed five feet (5').
- 2.2 Grant a flex parking easement for eight (8) parking stalls for residential and commercial users to park in City parking lot.
- 2.3 Grant vehicular and pedestrian access across City parking lot with an ingress/egress easement. Said easement may be relocated at any time at the City's discretion.

### **SECTION THREE: GENERAL PROVISIONS**

- 3.1 **AMENDMENTS.** This Agreement may be amended only by written agreement of the Parties.
- 3.2 **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and the manifest general intent of this Agreement.
- 3.3 **COVENANTS RUNNING WITH THE LAND.** The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Each successor in interest will succeed only to those benefits and burdens of this Agreement which pertain to the portion of the project to which successor holds title.
- 3.4 **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns.
- 3.5 **WAIVERS.** No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.
- 3.6 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the law of the State of Utah.
- 3.7 **RELATIONSHIP.** Nothing in this Agreement shall create between the Parties, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise.
- 3.8 **NOTICES.** Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service or by deposit of such with the United States Postal Service, or any successor thereto, and said deposit having been designated as certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon the execution of a sworn affidavit of the personal server or the execution of a United States Postal Service return

receipt. The Parties shall have the right to change addresses, and shall within 10 days of any such addresses change, provide written notice of such change to other Parties hereto.

Notices to the Parties shall be addressed as follows:

**Developer:**

**Drew Armstrong**

**City:**

Pleasant Grove City  
Attn: Mayor  
70 South 100 East  
Pleasant Grove, UT 84062  
Attn: Scott Darrington, City Administrator

3.9 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but a single instrument.

3.10 **CONSTRUCTION.** No rule of strict construction shall be applied against any Party.

3.11 **COOPERATION.** The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

3.12 **EXHIBITS.** All Exhibits attached hereto are incorporated herein by reference.

3.13 **KNOWLEDGE.** The Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

3.14 **SUPREMACY.** In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this document shall govern.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

**CITY:**

**PLEASANT GROVE CITY**, a Utah Municipal Corporation

By: \_\_\_\_\_

\_\_\_\_\_, Mayor Pro-Tem

**ATTEST:** \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
:ss

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ 2021, personally appeared before me \_\_\_\_\_, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

**DEVELOPER:**

**ARMSTRONG FLINDERS AND ASSOCIATES REAL ESTATE, PLLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ 2021, personally appeared before me \_\_\_\_\_, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same and that he/she was the duly authorized Manager of Armstrong Flinders and Associates Realtors, PLLC, and that he/she was authorized to execute the same.

\_\_\_\_\_  
Notary Public





# EXHIBIT A

CENTER ST

LIBRARY

CITY  
PROPERTY PARCEL #

CROSS ACCESS  
PATHS

100 E

PARCEL #  
03:037:0026

SHARED PARKING AREA  
(MAXIMUM OF 8 STALLS)

CITY HALL

100 S

PARCEL # 03:037:0017 DESCRIPTION: COM 127.83 FT E OF NW COR OF LOT 5, BLK 34, PLAT A, PLEASANT GROVE CITY; S 326.4 FT; E 12.17 FT; S 132.6 FT; E 297 FT; N 223.6 FT; W 100 FT; N 231 FT; W 210.17 FT TO BEG. PARCEL # 03:037:0026 DESCRIPTION: COM. S 269.48 FT OF NW COR. BLK. 34, PLAT A, PLEASANT GROVE CITY SURVEY, SD PT BEING ALSO DESC AS; COM N 56.92 FT FR SW COR. LOT 4, BLK. 34, PLAT A, PLEASANT GROVE CITY SURVEY; E 35 FT; N 9.78 FT; E 77.83 FT; S 90.97 FT; W 112.83 FT; N 81.19 FT TO BEG. AREA 0.228 AC.

**RESOLUTION NO. 2021-036**

**RESOLUTION OF THE CITY COUNCIL OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, AMENDING THE PERSONNEL POLICIES AND PROCEDURES PREVIOUSLY APPROVED BY THE CITY COUNCIL SPECIFICALLY, AMENDING SECTION X “SEXUAL/GENDER HARASSMENT” TO UPDATE AND BROADEN THE POLICY TO PROHIBIT BIAS, PREJUDICE AND HARASSMENT IN THE WORKPLACE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the city council has adopted a Personnel Policy and Procedure Manual to effectively manage the personnel matters of the city; and

**WHEREAS**, previously the city council prohibited sexual and gender harassment specifically in its policy; and

**WHEREAS**, the city has recognized a need to address other types of harassment; and

**WHEREAS**, the city also desires to clarify reporting procedures for alleged violations of the policy; and

**WHEREAS**, the city council held a duly noticed public meeting to consider finalizing these proposed changes on; and

**WHEREAS**, the city finds that these changes are prudent and necessary.

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

**SECTION 1.** Section X “Sexual/Gender Harassment” be amended as shown on Exhibit “A” which is attached hereto and incorporated herein:

**SECTION 2.** This Resolution shall take effect immediately upon its passage by the city council.

These changes are **APPROVED AND ADOPTED**, this 20th day of July, 2021.

\_\_\_\_\_  
Eric Jensen, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Kathy T. Kresser, MMC  
City Recorder

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

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



## SECTION V: HARASSMENT, DISCRIMINATION, & RETALIATION SEXUAL / GENDER HARASSMENT

1. GENERAL POLICY. It is the policy of Pleasant Grove City that:

~~A.~~ A. The City of Pleasant Grove is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment.

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The City expects that all relationships among persons engaged in work for the City will be business-like and free of bias, prejudice, and harassment. Discrimination and harassment create a negative atmosphere that reduces work productivity, undermines the integrity of the workforce, and destroys professionalism.

Misconduct identified in this policy is unacceptable behavior and is prohibited. The City will make reasonable efforts to prevent the conduct identified in this policy, and will promptly investigate all complaints of violation of this policy. An employee's violation of this policy, whether legally constituting sexual harassment, discrimination, or retaliation, will result in disciplinary action up to and including termination.

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B. The giving or withholding of tangible job benefits based on the granting of sexual favors (*quid pro quo*) and any behavior or conduct of a sexual/gender based nature which is demeaning, ridiculing or derisive and results in a hostile abusive or unwelcome work environment constitutes sexual harassment.

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~~BC.~~ Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender or any other basis protected by federal, state, or local law, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.

~~CD.~~ Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted, or participated in any manner in an investigative proceeding or hearing under this policy. Retaliation or reprisals shall not be tolerated, and violators will be subject to disciplinary action up to and including termination. See Section VI "Victim Protection."

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~~DE.~~ False or bad faith claims regarding sexual or gender harassment shall result in disciplinary action, up to and including termination, against the accuser.

~~E.F.~~ Employees accused of ~~sexual~~ harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.

~~F.G.~~ Records and proceedings of ~~sexual~~ harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.

~~F.~~ H All employees, supervisors and management personnel shall receive training on the ~~sexual/gender harassment~~ harassment, discrimination & retaliation policy and grievance procedures during orientation and in-service training.

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I. Each City employee in a non-spousal romantic, dating, and/or sexual relationship with another City employee must promptly notify their Department Director upon beginning or ending such relationship or if the relationship results in marriage. The Department Director is responsible for notifying Human Resources.

~~Supervisors are prohibited from having a romantic, dating, and/or sexual relationship with a subordinate employee who they supervise in the chain-of-command. Intra-office dating. The very nature of the work environment fosters the potential for dating or romances between employees. Some relationships may result in successful, long-term relationships however, workplace romances also raise various potential workplace issues, ranging from jealousy and retribution to poor morale, poor job performance and sexual harassment claims.~~

Employees are prohibited from dating or entering into consensual relationships with other employees which may negatively impact the public trust, safety and city morale. In order to promote the efficient operation of the city and to avoid the formation of cliques and factions, claims of sexual harassment or gender-based discrimination, and the blurring of professional and personal responsibilities and relationships in the workplace, romantic and/or sexual relationships or dating between co-employees are prohibited.

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~~J. Employees are required to report harassment or discrimination before the conduct becomes severe or pervasive. Disciplinary action may be taken against any employee who fails to report inappropriate conduct in violation of this Section. Any employee who believes they have been subjected to discrimination or harassment in the workplace or related to their employment by anyone (including, but not limited to, supervisors, coworkers or contractors/vendors) should immediately notify any of the following individuals: their immediate supervisor, Department Director, Human Resource Manager, or any other manager/supervisor at the City to whom they are comfortable reporting such matters.~~

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Any employee, supervisor, manager, or other City official who has knowledge of any incident of harassment or discrimination prohibited by this chapter is required to

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immediately report such information to the City Administrator or Human Resource Manager.

H. Harassment in violation of this chapter may occur even though the conduct occurs outside of the workplace.

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2. PROHIBITED CONDUCT.

A. Unwelcome attempts by an employee to reconcile with a co-employee with whom a romantic relationship has occurred;

B. Any deliberate, unwanted, or unwelcome behavior of a sex/gender based nature or based on any other status protected by federal, state, or local law, whether verbal, non-verbal, or physical is prohibited.

C. Any transmission of derogatory or offensive material or remarks via electronic communications by employees, supervisors or management personnel is expressly prohibited.

D. Sexual Harassment: The two major categories of sexual/gender harassment are:

(1) *Quid Pro Quo*, or the granting or conditioning of tangible job benefits or the granting of sexual favors.

(2) Creating a hostile or unwelcome work environment, can occur through any or all of the following general means.

(a) ~~Level One:~~ Sex role stereotyping.

[1] Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that a specific gender may / should perform.

[2] Comments or written material reinforcing traditional historic perceptions regarding gender.

(b) ~~Level Two:~~ Gender harassment / discrimination.

[1] Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.

[2] Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.

(c) ~~Level Three:~~ Targeted or individual harassment.



- [1] Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
- [2] Offensive conduct may be verbal, visual, or physical, including unwanted touching of a non-criminal nature.
- (d) ~~Level Four:~~ Criminal touching.
  - [1] The intentional unwanted touching of the breasts, buttocks, or genitals of another.
  - [2] Forcible sexual abuse.

E. Workplace Bullying: Pleasant Grove City considers the following types of behavior examples of bullying

- (1) Verbal bullying. Slandering, ridiculing, or maligning a person or his or her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- (2) Physical bullying. Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- (3) Gesture bullying. Nonverbal gestures that can convey threatening messages.
- (4) Exclusion. Socially or physically excluding or disregarding a person in work-related activities.

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3. TYPES OF CORRECTIVE ACTION. Any employee who is being ~~sexually~~ harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

A. Informal Action.

- (1) ~~(1)~~—Employees who are experiencing harassment, discrimination, or an unwelcome or hostile work environment at Level One, Level Two, or Level Three as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the conduct/behavior is unwelcome, and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.

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- (2) This notification may be:
- (a) Verbally, in person.
  - (b) In writing, signed or unsigned.

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- (c) Through a supervisor, verbally or in writing. The victim may:
  - [1] Ask the supervisor for assistance in determining what to say and how to approach the offending employee.
  - [2] Request the supervisor to accompany the victim when the victim gives the offending employee notice.
  - [3] Ask the supervisor to give notice to the offending employee, accompanied by the victim.
  - [4] Ask the supervisor alone to provide notice to the offending employee.

(3) City reserves the right to determine that an informal complaint rises to the level of requiring a formal investigation in the event the behavior complained of is severe and/or pervasive. In some circumstances when an alleged victim experiencing harassment has chosen to address the unwelcome behavior/conduct informally the City has the right to determine that formal action is necessary. If the City determines formal action is necessary following a request for informal action the alleged victim will be notified.

B. Formal Action.

- (1) Employees who are experiencing harassment, discrimination, or an unwelcome or hostile work environment which is clearly offensive ~~or at Level Four as described above,~~ or who have been subjected to *quid pro quo* type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.
- (2) Formal complaints should be in writing and specify:
  - (a) The identity of the victim.
  - (b) The identity of the offending employee.
  - (c) The offensive behavior that the employee engaged in.
  - (d) The frequency of the offensive behavior.
  - (e) Damage the victim suffered as a result of the offensive behavior.
  - (f) How the victim would like the matter settled, or what the victim would like to see happen.

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- (3) The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.
- (4) The victim should submit formal written complaints to their immediate supervisor. If the immediate supervisor is the employee engaging in the offensive behavior, the formal complaint should be submitted to the next highest supervisor, the department head, the Mayor, or designee. The following individuals are designated to take formal complaints:
  - (a) Immediate supervisors
  - (b) Department Heads
  - (c) City Attorney
  - (d) Mayor
  - (e) Human Resource Manager
  - (f) Any other designated individual to ensure gender equity and diversity

A supervisor or manager who receives a complaint will notify both the Department Head and the Human Resource Manager unless there is a conflict of interest.
- (5) An immediate investigation will be conducted by trained individuals not involved in the complaint. This investigation may include a supervisor, a member of the Public Safety Department, and another Department / Administrative level employee of the City, but may require the assistance of trained staff from another municipality or public agency. The City shall investigate all complaints, written complaints, as expeditiously and professionally as possible, confidentiality of the complaint will be maintained to the extent it is practical but cannot be guaranteed.
  - (a) Human Resources, the City Attorney's Office, and the involved department will coordinate the investigation. Individuals with conflicts of interest, including direct supervisors, will be prohibited from serving in investigative roles.
  - (b) The assigned investigator(s) will ensure that the allegations and findings are documented.
  - (c) The assigned investigator(s) are responsible for moving the investigation forward, ensuring adequate documentation, and making recommendations.
  - (d) The appropriate Department Directors are responsible for accepting, modifying, or rejecting the recommendations and, when appropriate, initiating disciplinary action.
  - (e) Disciplinary action placed in any personnel file will not include the name of any victim.
  - (f) records of an investigation determined to be unfounded will not be placed in any individuals' personnel file but will be retained as an investigative file. Access will be limited to Human Resources staff, City

Attorney's Office, and the City Administrator.

(g) Appeals about the conclusions of the investigation will be handled as follows:

1. Disciplinary actions arising from the investigation will be handled consistent with the Employee Discipline section in this Policy Manual and may be appealed in accordance with that section.

2. An employee may appeal the conclusion of an investigation. However, the basis of an appeal is limited to the employee's concerns with the adequacy of the investigation, such as the investigators' failure to interview a key witness or consider a crucial piece of evidence. An employee cannot appeal based solely on his or her disagreement with the outcome of the investigation.

3. Any appeal will be filed with the City Administrator and handled according to the Grievance Policy contained in this Policy Manual.

(6) If a complaint is made against an elected official the eCity may will provide an external law firm or otherwise neutral external individual who is trained and competent in conducting harassment and retaliation investigations to handle the complaint.

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(7) An investigation may include, but is not limited to, interviews with the complainant(s), witnesses and accused person(s), as well as a review of any relevant evidence. Interviews will be conducted in accordance with the following guidelines:

(a) When interviewing a complainant, the complainant may bring a representative and may be recorded by the investigator at the complainant's request. NO other recordings will be permitted.

(b) When interviewing witnesses, no representatives are permitted and no recordings will be made.

(c) When interviewing an employee accused of violation of this chapter, no representatives are permitted and no recording will be made, unless required by an MOU where the investigative interview procedure will be followed.

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4. DISCIPLINARY ACTION. Employees found guilty of ~~sexual~~ harassment will face disciplinary action up to, and including, termination based on all the circumstances of the case, as well as the offending employee's work history.

5. MAINTAINING COMPLAINT FILES.

A. Information related to any ~~sexual~~ formal or informal harassment complaint, proceeding, or resolution shall be maintained in a separate and confidential ~~sexual~~ harassment complaint file. This information shall not be placed or maintained in an employee's personnel file. This file shall be maintained by the City Attorney.

B. Information contained in the ~~sexual~~ harassment complaint files shall be released only with the written authorization of the victim and the City Administrator, or designee.

Revised: ~~July 16, 2021~~ ~~July 1, 2021~~ ~~June 28, 2021~~ ~~June 21, 2021~~


- C. Participants in any ~~sexual/gender~~ harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

6. VICTIM PROTECTION.

- A. Individual complaints, either verbal or written, are confidential.
- B. Victims of alleged ~~sexual~~ harassment shall not be required to confront the accused outside of a formal proceeding.
- C. The accused shall not contact the victim regarding the alleged harassment.
- D. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.
  - (1) Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to, and including, termination.
  - (2) Retaliation is an additional and separate disciplinary offense.
  - (3) Retaliation may consist of, but is not limited to, any of the following:
    - (a) Open hostility.
    - (b) Exclusion or ostracism.
    - (c) Special or more closely monitored attention to work performance.
    - (d) Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

# July 2021

June '21							August '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30				29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	1	2	3 Fireworks at Discovery Park at dusk
4  Wishing you a great Fourth of July!	5 4th of July Holiday City offices are closed	6 City Council Meeting Work Session 4:30 Council Meeting 6 pm	7	8 Planning Commission 7 pm	9	10
11	12	13	14	15	16	17
18	19	20 City Council Meeting Work Session 4:30 Council Meeting 6 pm	21	22 Planning Commission 7 pm	23 Pioneer Day Holiday City Offices are closed	24 
25	26	27	28	29	30	31
1	2	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
<b>GENERAL FUND</b>							
<b>10-13100 ACCTS REC.- CITY EMPLOYEES</b>							
9420	WESTPRO, INC.	51553	PD/PERSONAL SUPPLIES-CR	07/01/2021	320.00	.00	
<b>10-15820 SDA EXPENSE ACCOUNT</b>							
6850	REPUBLIC SERVICES	06302021	SDA/GARBAGE PICKUP	06/30/2021	3,778.85	.00	
<b>10-21220 RETIREMENT CONTRIBUTIONS A/P</b>							
7866	STANDARD INSURANCE	06012021	DISABILITY PREMIUM	06/01/2021	3,141.61	.00	
7866	STANDARD INSURANCE	07012021	DISABILITY PREMIUM	07/01/2021	3,141.61	.00	
<b>10-21230 STATE INSURANCE PAYABLE</b>							
8954	UTAH LOCAL GOVT. INS.	1592200	WORKERS COMP	07/13/2021	9,047.31	.00	
<b>10-21355 CASH BONDS (NEW)</b>							
563	ARTISAN CONSTRUCTIO	06302021	STREET LIGHT BOND RELEASE	06/30/2021	6,942.40	.00	
563	ARTISAN CONSTRUCTIO	06302021	STREET LIGHT BOND RELEASE INT	06/30/2021	393.47	.00	
975	BLACKHAM FARMS A, LL	06302021	STREET LIGHT BONE RELEASE	06/30/2021	2,886.00	.00	
975	BLACKHAM FARMS A, LL	06302021	STREET LIGHT BONE RELEASE INT	06/30/2021	199.51	.00	
1345	CADENCE HOMES BLDG.	06292021	STREET LIGHT BOND RELEASE	06/30/2021	1,778.85	.00	
1345	CADENCE HOMES BLDG.	06292021	STREET LIGHT BOND RELEASE INT	06/30/2021	332.77	.00	
1345	CADENCE HOMES BLDG.	06302021	STREET LIGHT BOND RELEASE	06/30/2021	7,954.50	.00	
1345	CADENCE HOMES BLDG.	06302021	STREET LIGHT BOND RELEASE INT	06/30/2021	349.82	.00	
2198	D.R. HORTON INC.	06302021	STREET LIGHTING BOND RELEASE	06/30/2021	11,021.36	.00	
2198	D.R. HORTON INC.	06302021	STREET LIGHTING BOND RELEASE	06/30/2021	24.01	.00	
2830	FARNWORTH CONCRET	06302021	STREET LIGHT BOND RELEASE	06/30/2021	10,137.22	.00	
2830	FARNWORTH CONCRET	06302021	STREET LIGHT BOND RELEASE INT	06/30/2021	75.94	.00	
6940	RICHMOND AMERICAN H	06302021	STREET LIGHTING BOND RELEASE	06/30/2021	3,257.50	.00	
6940	RICHMOND AMERICAN H	06302021	STREET LIGHTING BOND RELEASE	06/30/2021	617.13	.00	
9180	VP HOMES, LLC	06302021	STREET LIGHT BOND RELEASE INT	06/30/2021	147.36	.00	
9180	VP HOMES, LLC	06302021	STREET LIGHT BOND RELEASE	06/30/2021	4,492.90	.00	
9354	WEBER, ROBBY	06302021	STREET LIGHT BOND RELEASE	06/30/2021	552.50	.00	
9354	WEBER, ROBBY	06302021	STREET LIGHT BOND RELEASE INT	06/30/2021	87.17	.00	
<b>10-24260 AMER. FAMILY LIFE PAYABLE</b>							
9288	WASHINGTON NATIONAL	2138084	INSURANCE PREMIUM	07/01/2021	434.90	.00	
<b>10-24300 COURT CHARGES CLEARING-35%</b>							
9003	UTAH STATE TREASURE	06302021	COURT/STATE MONIES	06/30/2021	3,333.98	.00	
<b>10-24302 COURT SECURITY SURCHARGE-STATE</b>							
9003	UTAH STATE TREASURE	06302021	COURT/STATE MONIES	06/30/2021	7,284.37	.00	
<b>10-24305 COURT CHARGES CLEARING-85%</b>							
9003	UTAH STATE TREASURE	06302021	COURT/STATE MONIES	06/30/2021	1,839.11	.00	
<b>10-24306 COURT CLEARING 100%</b>							
9003	UTAH STATE TREASURE	06302021	COURT/STATE MONIES	06/30/2021	31.31	.00	
<b>10-24310 BUILDING FEES CLEARING</b>							
7918	STATE OF UTAH	06302021	COM DEV/BUILDING PERMIT FEE	06/30/2021	1,549.35	.00	
<b>10-24350 SENIOR CITIZEN CLEARING</b>							
5478	MOUNTAINLAND ASSOCI	06302021	SR. CNTR/CONTRIBUTION	06/30/2021	2,499.00	.00	
<b>10-24403 EMPLOYEE RESPONSBLTY CLEARING</b>							
5748	OFFICE OF RECOVERY S	07022021	BILLIE JOE ALLGOOD	07/02/2021	69.23	.00	
<b>10-34-280 AMBULANCE FEES</b>							
3350	GOLD CROSS SERVICES	2591	AMB/BILLING SERVICES	06/30/2021	2,805.86	.00	
8813	UTAH DEPT OF HEALTH	21H5001331	AMBULANCE ASSESSMENT 2021 Q	06/30/2021	5,282.81	.00	
Total :					95,809.71	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>GENERAL GOVERNMENT</b>							
<b>10-41-210 MEETINGS &amp; MEMBERSHIPS</b>							
5033	MACEYS	01-1945025	GEN GOV/MEETING EXPENSE	07/06/2021	36.94	.00	
Total GENERAL GOVERNMENT:					36.94	.00	
<b>JUDICIAL</b>							
<b>10-42-240 OFFICE EXPENSE</b>							
2122	CULLIGAN BOTTLED WA	465X16584403	JUDICIAL/DRINKING WATER	06/30/2021	27.60	.00	
<b>10-42-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	JUDICIAL/PHONE EXPENSE	07/01/2021	126.16	.00	
Total JUDICIAL:					153.76	.00	
<b>NON-DEPARTMENTAL</b>							
<b>10-43-220 PRINTING AND PUBLICATION</b>							
3151	FREEDOM MAILING SER	40912	NEWSLETTERS	07/08/2021	82.04	.00	
7862	STANDARD EXAMINER	06302021	PUBLIC HEARING NOTICES	06/30/2021	233.25	.00	
8730	UPPER CASE PRINTING,	17256	MENU	07/05/2021	199.32	.00	
8730	UPPER CASE PRINTING,	17256	NEWSLETTER PRINTING	07/05/2021	792.75	.00	
<b>10-43-310 LEGAL SERVICES</b>							
3996	HOWARD, LEWIS & PETE	34605-1	LEGAL SERVICES	06/30/2021	255.00	.00	
4376	JOHN H. JACOBS P.C.	06302021	LEGAL SERVICES	06/30/2021	7,097.63	.00	
<b>10-43-360 COPIER MAINTENANCE</b>							
4747	LES OLSON COMPANY	1038709	MONTHLY CONTRACTED SERVICE	06/30/2021	1,438.08	.00	
<b>10-43-385 SPECIAL EVENTS</b>							
3950	HONEY BUCKET	552191030	4TH OF JULY FIREWORKS	07/02/2021	1,300.00	.00	
5139	MCGEE'S STAMP & TROP	41324	AWARDS/MCDADES	03/29/2021	199.90	.00	
<b>10-43-430 STRAWBERRY DAYS</b>							
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	48.10	.00	
<b>10-43-610 MISCELLANEOUS EXPENSE</b>							
3151	FREEDOM MAILING SER	40912	EXTRA INSERTS & MENU	07/08/2021	72.93	.00	
<b>10-43-619 COVID2019</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	40.03	.00	
<b>10-43-760 TECHNOLOGY</b>							
1480	CENTRACOM INTERACTI	07022021	INTERNET SERVICE	07/01/2021	755.00	.00	
2949	FLINDERS, LISA	0621	CONTRACTED SERVICES	07/01/2021	1,750.00	.00	
Total NON-DEPARTMENTAL:					14,264.03	.00	
<b>LEGAL SERVICES</b>							
<b>10-44-400 PROFESSIONAL SERVICES</b>							
3657	HANSEN WRIGHT EDDY	42260	LEGAL SERVICES	06/25/2021	261.53	.00	
Total LEGAL SERVICES:					261.53	.00	
<b>ADMINISTRATIVE SERVICES</b>							
<b>10-46-240 OFFICE EXPENSE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	33.03	.00	
5730	OFFICE DEPOT, INC.	181624483001	ADM/OFFICE SUPPLIES	07/02/2021	33.49	.00	
5730	OFFICE DEPOT, INC.	181625767001	ADM/OFFICE SUPPLIES	07/02/2021	20.98	.00	
6343	PLEASANT GROVE PRIN	9168	ADM/ENVELOPES	07/03/2021	420.50	.00	
6645	QUADIENT FINANCE USA	06302021	ADM/POSTAGE	06/30/2021	94.22	.00	
6645	QUADIENT FINANCE USA	07012021	ADM/POSTAGE	07/01/2021	2,000.00	.00	
<b>10-46-250 VEHICLE EXPENSE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	33.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10-46-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	ADM/PHONE EXPENSE	07/01/2021	394.63	.00	
<b>10-46-930 COMMUNITIES THAT CARE GRANT</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	38.21	.00	
Total ADMINISTRATIVE SERVICES:					3,068.61	.00	
<b>FACILITIES</b>							
<b>10-47-250 VEHICLE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	143.99	.00	
<b>10-47-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	159.08	.00	
<b>10-47-540 NO ACCOUNT TITLE</b>							
6850	REPUBLIC SERVICES	06302021	MULTI DEPT/GARBAGE COLLECTIO	06/30/2021	48.10	.00	
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	191.32	.00	
<b>10-47-560 PARKS - BUILDING MAINTENANCE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	21.88	.00	
1522	CERTIFIED ALARM SERVI	17386	MONITORING SERVICES	07/10/2021	33.00	.00	
1522	CERTIFIED ALARM SERVI	17434	MONITORING SERVICES	07/10/2021	38.00	.00	
1870	CODALE ELECTRIC SUP	7448545.001	PARKS/FISH CLEANING	06/15/2021	30.07	.00	
3327	GILES, CRAIG KAY	745814	PARKS RESTROOMS	04/06/2021	455.00	.00	
6850	REPUBLIC SERVICES	06302021	MULTI DEPT/GARBAGE COLLECTIO	06/30/2021	586.43	.00	
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	2,866.57	.00	
<b>10-47-660 FIRE/AMBULANCE - BLDG MAINT</b>							
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	299.42	.00	
<b>10-47-700 CEMETERY BLDG - BLDG MAINT</b>							
6850	REPUBLIC SERVICES	06302021	MULTI DEPT/GARBAGE COLLECTIO	06/30/2021	308.00	.00	
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	337.90	.00	
<b>10-47-780 PUBLIC WORKS - BLDG MAINT</b>							
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	202.28	.00	
<b>10-47-830 SR CENTER - BLDG MAINT</b>							
1522	CERTIFIED ALARM SERVI	17416	MONITORING SERVICES	07/10/2021	38.00	.00	
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	147.45	.00	
8137	TAYLOR, LAVAR	12498	EXTINGUISHER INSPECTION	01/20/2021	20.00	.00	
8376	THYSSENKRUPP ELEVAT	3006043323	SR. CENTER/ELEVATOR MAINTENA	07/01/2021	624.00	.00	
<b>10-47-840 LIONS/SPORTSMAN - BLDG MAINT</b>							
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	159.67	.00	
Total FACILITIES:					6,710.16	.00	
<b>ENGINEERING</b>							
<b>10-51-250 VEHICLE EXPENSE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	524.16	.00	
<b>10-51-285 CELLULAR SERVICES</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	82.33	.00	
<b>10-51-332 PROFESSIONAL SERVICES</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	5,619.80	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	7,565.22	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	1,079.99	.00	
3970	HORROCKS ENGINEERS	62042	GENERAL ENGINEERING	05/31/2021	1,365.06	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	8,486.13	.00	
4292	J.U.B. ENGINEERS, INC.	142051	GENERAL SERVICES	04/19/2021	4,329.10	.00	
4292	J.U.B. ENGINEERS, INC.	142736	CENTRAL ELEM SIDEWALK	04/30/2021	809.90	.00	
4292	J.U.B. ENGINEERS, INC.	142738	VALLEY VIEW ELEM SIDEWALK	04/30/2021	3,203.68	.00	
4292	J.U.B. ENGINEERS, INC.	142741	GENERAL SERVICES	05/14/2021	2,914.40	.00	
4292	J.U.B. ENGINEERS, INC.	143513	GENERAL SERVICES	06/09/2021	416.30	.00	
4292	J.U.B. ENGINEERS, INC.	143514	VALLEY VIEW ELEM SIDEWALK	05/31/2021	10,433.18	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4292	J.U.B. ENGINEERS, INC.	143515	CENTRAL ELEM SIDEWALK	05/31/2021	2,566.30	.00	
<b>10-51-745 SIGNALS &amp; FLASHERS</b>							
140	ADVANCED TRAFFIC PR	30027	FIRE/EQUIPMENT	06/28/2021	5,232.00	.00	
Total ENGINEERING:					54,627.55	.00	
<b>COMMUNITY DEVELOPMENT</b>							
<b>10-52-250 VEHICLE EXPENSE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	263.76	.00	
<b>10-52-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	COM DEV/PHOENE EXPENSE	07/01/2021	210.73	.00	
<b>10-52-285 CELLULAR SERVICES</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	174.28	.00	
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	80.02	.00	
<b>10-52-480 DEPARTMENTAL SUPPLIES</b>							
4614	L.N. CURTIS & SONS	501412	COM DEV/DEPARTMENTAL SUPPLI	06/23/2021	7.50	.00	
8219	TEXTILE TEAM OUTLET	3286	COM DEV/SHIRTS	06/14/2021	843.61	.00	
Total COMMUNITY DEVELOPMENT:					1,579.90	.00	
<b>POLICE DEPARTMENT</b>							
<b>10-54-210 MEETINGS &amp; MEMBERSHIPS</b>							
5033	MACEYS	03-1547869	PD/OFFICE SUPPLIES	06/16/2021	55.26	.00	
7057	ROCKY MOUNTAIN INFO	26980	PD/MEMBERSHIP FEES	07/01/2021	100.00	.00	
<b>10-54-240 OFFICE EXPENSE</b>							
990	BLUEFIN OFFICE GROUP	426214-01	PD/OFFICE SUPPLIES	07/09/2021	125.02	.00	
<b>10-54-250 VEHICLE EXPENSE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	10,252.67	.00	
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	69.57-	.00	
3468	GREASE MONKEY #790	257461	PD/VEHICLE MAINTENANCE	07/03/2021	108.44	.00	
3468	GREASE MONKEY #790	257512	PD/VEHICLE MAINTENANCE	07/05/2021	99.44	.00	
3468	GREASE MONKEY #790	257727	PD/VEHICLE MAINTENANCE	07/08/2021	81.45	.00	
<b>10-54-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	PD/PHONE EXPENSE	07/01/2021	766.45	.00	
1518	CENTURY LINK	07012021	PD/ALARM PHONE LINE	07/01/2021	76.01	.00	
1518	CENTURY LINK	07012021	PD/ALARM PHONE LINE	07/01/2021	76.01	.00	
<b>10-54-285 CELLULAR SERVICES</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	2,996.76	.00	
<b>10-54-420 SPECIAL SERVICES</b>							
8888	UTAH COUNTY MAJOR C	07012021	PD/ANNUAL ASSESSMENT	07/01/2021	13,131.05	.00	
<b>10-54-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	59.19	.00	
2122	CULLIGAN BOTTLED WA	465X16559306	PD/BOTTLED WATER	06/30/2021	26.90	.00	
3011	FORENSIC NURSING SE	21-189	PD/BLOOD DRAW EXPENSE	06/22/2021	140.00	.00	
7474	SIRCHIE	501728	PD/SHARPS CONTAINER	06/23/2021	30.82	.00	
<b>10-54-760 TECHNOLOGY</b>							
5441	MOTOROLA SOLUTIONS,	8230276898-2	PD/ANNUAL MAINTENANCE	06/02/2020	12,766.59	.00	
5441	MOTOROLA SOLUTIONS,	8230327043	PD/ANNUAL MAINTENANCE	07/01/2021	31,601.40	.00	
Total POLICE DEPARTMENT:					72,423.89	.00	
<b>FIRE DEPARTMENT</b>							
<b>10-55-210 MEETINGS &amp; MEMBERSHIPS</b>							
5033	MACEYS	01-1945436	FIRE/SUPPLIES	07/06/2021	29.03	.00	
<b>10-55-250 VEHICLE EXPENSE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	376.93	.00	
675	AUTO ZONE STORES, IN	6231726480	FIRE/VEHICLE MAINTENANCE	06/26/2021	118.96	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
675	AUTO ZONE STORES, IN	6231738187	FIRE/VEHICLE MAINTENANCE	07/12/2021	82.29	.00	
675	AUTO ZONE STORES, IN	6231738215	FIRE/VEHICLE MAINTENANCE	07/12/2021	66.95	.00	
2493	DUFF SHELLEY MOWER	3653	FIRE/EQUIPMENT REPAIR	07/09/2021	79.95	.00	
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	2,322.00	.00	
3468	GREASE MONKEY #790	257641	FIRE/VEHICLE EXPENSE	07/07/2021	101.25	.00	
7449	SIDDONS MARTIN EMER	38402356	FIRE/VEHICLE EXPENSE	06/28/2021	94.37	.00	
<b>10-55-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	FIRE/PHONE EXPENES	07/01/2021	211.12	.00	
9131	VERIZON WIRELESS	9883163987	FIRE/CELL PHONE EXPENSE	06/30/2021	699.21	.00	
<b>10-55-300 UNIFORM EXPENSE</b>							
507	APPARATUS EQUIPMENT	21-IV-5054	FIRE/UNIFORM EXPENSE	04/06/2021	698.00	.00	
<b>10-55-480 DEPARTMENTAL SUPPLIES</b>							
507	APPARATUS EQUIPMENT	21-IV-5056	FIRE/DEPARTMENTAL SUPPLIES	04/01/2021	164.51	.00	
1060	BOUNDTREE MEDICAL, L	84110782	FIRE/DEPARTMENTAL SUPPLIES	06/28/2021	5.77	.00	
1060	BOUNDTREE MEDICAL, L	84119687	FIRE/DEPARTMENTAL SUPPLIES	07/06/2021	211.74	.00	
4019	HUMPHRIES, INC.	21060781	MULTI DEPT/CYLINDER RENTAL	06/30/2021	122.10	.00	
5033	MACEYS	01-1931767	FIRE/DEPARTMENTAL SUPPLIES	06/17/2021	62.23	.00	
5033	MACEYS	01-1934286	FIRE/DEPARTMENTAL SUPPLIES	06/21/2021	57.54	.00	
5033	MACEYS	02-1337488	FIRE/DEPARTMENTAL SUPPLIES	06/25/2021	48.76	.00	
5033	MACEYS	81-1029211	FIRE/DEPARTMENTAL SUPPLIES	06/21/2021	808.38	.00	
6441	POWER SYSTEMS WEST	S12163000289	FIRE/GENERATOR EXPENSE	06/29/2021	1,439.00	.00	
<b>10-55-619 COVID19</b>							
507	APPARATUS EQUIPMENT	21-IV-5111	FIRE/EQUIPMENT	04/02/2021	1,499.10	.00	
507	APPARATUS EQUIPMENT	21-IV-5234	FIRE/EQUIPMENT	06/18/2021	15,058.20	.00	
<b>10-55-740 EQUIPMENT</b>							
2317	DAY WIRELESS SYSTEM	681457	FIRE/EQUIPMENT	06/17/2021	130.00	.00	
Total FIRE DEPARTMENT:					24,487.39	.00	
<b>ANIMAL CONTROL</b>							
<b>10-57-250 VEHICLE EXPENSE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	170.05	.00	
Total ANIMAL CONTROL:					170.05	.00	
<b>STREETS</b>							
<b>10-60-250 VEHICLE EXPENSE</b>							
1920	COMMERCIAL TIRE INC.	17926	STR/VEHICLE EXPENSE	06/28/2021	288.97	.00	
1920	COMMERCIAL TIRE INC.	17927	STR/VEHICLE EXPENSE	06/28/2021	1,917.52	.00	
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	1,135.00	.00	
<b>10-60-278 STREET LIGHT MAINTENANCE</b>							
7062	ROCKY MOUNTAIN POW	062952021	STREET LIGHTS	06/29/2021	217.87	.00	
<b>10-60-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	215.54	.00	
675	AUTO ZONE STORES, IN	6231729993	STR/DEPARTMENTAL SUPPLIES	07/01/2021	85.52	.00	
974	BISCO	1646053	STR/DEPARTMENTAL SUPPLIES	06/30/2021	449.97	.00	
974	BISCO	1646056	STR/DEPARTMENTAL SUPPLIES	06/30/2021	206.50	.00	
1368	C-A-L RANCH STORES	11640/8	STR/DEPARTMENTAL SUPPLIES	06/29/2021	47.99	.00	
1368	C-A-L RANCH STORES	11642/8	STR/DEPARTMENTAL SUPPLIES	06/30/2021	24.99	.00	
3948	HOME DEPOT CREDIT S	06082021	STR/DEPARTMENTAL SUPPLIES	06/08/2021	32.97	.00	
3974	HOSE & RUBBER SUPPL	1554443	STR/DEPARTMENTAL SUPPLIES	07/01/2021	207.88	.00	
4019	HUMPHRIES, INC.	21060781	MULTI DEPT/CYLINDER RENTAL	06/30/2021	33.30	.00	
5870	OUT BACK GRAPHICS LL	14991	STR/DEPARTMENTAL SUPPLIES	07/06/2021	555.30	.00	
7498	SIX STATES DISTRIBUTO	14396377	STR/DEPARTMENTAL SUPPLIES	07/09/2021	25.13	.00	
Total STREETS:					5,444.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>LIBRARY</b>							
<b>10-65-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	LIB/PHONE EXPENSE	07/01/2021	273.81	.00	
1518	CENTURY LINK	07012021	LIB/ELEVATOR LINE	07/01/2021	82.60	.00	
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	42.32	.00	
Total LIBRARY:					398.73	.00	
<b>SR. CITIZEN CTR &amp; AUDITORIUM</b>							
<b>10-67-240 OFFICE EXPENSE</b>							
1905	COMCAST	06302021	SC/INTERNET SERVICE	06/30/2021	85.99	.00	
<b>10-67-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	SC/PHONE EXPENSE	07/01/2021	81.48	.00	
Total SR. CITIZEN CTR & AUDITORIUM:					167.47	.00	
<b>PARKS</b>							
<b>10-70-200 MOWER EXPENSE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	135.31	.00	
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	90.43	.00	
<b>10-70-250 VEHICLE EXPENSE</b>							
1436	CARTERS AUTO & REPAI	17382	PARK/VEHICLE MAINTENANCE	06/25/2021	477.33	.00	
1436	CARTERS AUTO & REPAI	17417	PARK/VEHICLE MAINTENANCE	07/01/2021	308.31	.00	
1436	CARTERS AUTO & REPAI	17444	PARK/VEHICLE MAINTENANCE	07/07/2021	520.00	.00	
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	2,070.87	.00	
<b>10-70-280 TELEPHONE</b>							
1480	CENTRACOM INTERACTI	07022021	CEM/PHONE EXPENS	07/01/2021	54.25	.00	
<b>10-70-285 CELLULAR SERVICES</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	497.51	.00	
<b>10-70-320 SPRINKLER &amp; LANDSCAPE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	234.00	.00	
2766	EWING IRRIGATION PRO	14623937	PARK/DEPARTMENTAL SUPPLIES	06/29/2021	318.60	.00	
2766	EWING IRRIGATION PRO	14668791	PARK/DEPARTMENTAL SUPPLIES	07/06/2021	370.94	.00	
2766	EWING IRRIGATION PRO	14684008	PARK/DEPARTMENTAL SUPPLIES	07/08/2021	927.46	.00	
5482	MOUNTAINLAND SUPPLY	06302021	MULTI DEPT/DEPARTMENTAL SUPP	06/30/2021	78.48	.00	
<b>10-70-330 PLAYGROUND SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	19.99	.00	
<b>10-70-340 DIAMOND CREW SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	26.86	.00	
2766	EWING IRRIGATION PRO	7368188	PARK/DEPARTMENTAL SUPPLIES	06/29/2021	256.48	.00	
9075	VALLEY ATHLETIC FIELD	42526	PARK/MARKING PAINT	07/07/2021	1,684.60	.00	
<b>10-70-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	551.04	.00	
4019	HUMPHRIES, INC.	21060781	MULTI DEPT/CYLINDER RENTAL	06/30/2021	33.30	.00	
<b>10-70-650 GREENHOUSES</b>							
3470	GREAT BASIN TURF PRO	470373	PARK/DEPARTMENTAL SUPPLIES	06/29/2021	3,999.60	.00	
<b>10-70-670 SAFETY EQUIP. &amp; SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	21.11	.00	
Total PARKS:					12,676.47	.00	
<b>RECREATION</b>							
<b>10-71-240 OFFICE EXPENSE</b>							
5730	OFFICE DEPOT, INC.	180413854001	REC/OFFICE SUPPLIES	07/01/2021	64.72	.00	
7233	SAM'S CLUB/SYNCHRON	06302021	REC/OFFICE SUPPLIES	06/30/2021	39.30	.00	
<b>10-71-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	REC/PHONE EXPENSE	07/01/2021	246.83	.00	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1518	CENTURY LINK	07012021	REC/MONITORING & ALARM LINES	07/01/2021	262.96	.00	
<b>10-71-285 CELLULAR SERVICES</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	84.64	.00	
<b>10-71-480 DEPARTMENTAL SUPPLIES</b>							
4019	HUMPHRIES, INC.	21060781	MULTI DEPT/CYLINDER RENTAL	06/30/2021	27.75	.00	
Total RECREATION:					726.20	.00	
<b>LEISURE SERVICES</b>							
<b>10-72-250 VEHICLE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	84.60	.00	
<b>10-72-285 CELLULAR SERVICES</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	42.32	.00	
<b>10-72-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	87.31	.00	
Total LEISURE SERVICES:					214.23	.00	
<b>CUSTODIAL SERVICES</b>							
<b>10-74-250 VEHICLE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	184.25	.00	
9367	WEST COAST TOWING	9441	TOWING EXPENSE	06/24/2021	65.00	.00	
<b>10-74-285 CELLULAR SERVICES</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	42.32	.00	
<b>10-74-420 CONTRACTED SERVICES</b>							
4316	JANI-KING OF SALT LAKE	7210238	CLEANING SERVICES	07/01/2021	2,565.00	.00	
<b>10-74-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	84.35	.00	
9342	WAXIE'S SANITARY SUPP	80099386	BUILDING MAINTENANCE SUPPLIE	06/22/2021	73.47	.00	
9342	WAXIE'S SANITARY SUPP	80099451	BUILDING MAINTENANCE SUPPLIE	06/22/2021	1,189.76	.00	
Total CUSTODIAL SERVICES:					4,204.15	.00	
Total GENERAL FUND:					297,425.22	.00	
<b>IMPACT FEES - RECREATION EXPENDITURES</b>							
<b>11-40-480 PARK &amp; REC EXPENSE</b>							
3327	GILES, CRAIG KAY	735756	DEADBOLT INSTALLED & NEW DOO	07/03/2021	1,785.00	.00	
3327	GILES, CRAIG KAY	735757	NEW DOOR LOCKS	07/01/2021	1,320.00	.00	
3970	HORROCKS ENGINEERS	60899	MULTI DEPT ENGINEERING	03/31/2021	15,331.31	.00	
3970	HORROCKS ENGINEERS	61366	MULTI DEPT ENGINEERING	04/30/2021	10,801.75	.00	
3970	HORROCKS ENGINEERS	62040	MULTI DEPT ENGINEERING	05/31/2021	7,045.90	.00	
3970	HORROCKS ENGINEERS	62406	MULTI DEPT ENGINEERING	06/30/2021	4,239.60	.00	
Total EXPENDITURES:					40,523.56	.00	
Total IMPACT FEES - RECREATION:					40,523.56	.00	
<b>WATER IMPACT FEES</b>							
<b>16-70-935 Gateway WEI</b>							
3970	HORROCKS ENGINEERS	60900	MULTI DEPT ENGINEERING	03/31/2021	3,819.29	.00	
3970	HORROCKS ENGINEERS	61367	MULTI DEPT ENGINEERING	04/30/2021	2,312.32	.00	
3970	HORROCKS ENGINEERS	620041	MULTI DEPT ENGINEERING	05/31/2021	3,846.92	.00	
3970	HORROCKS ENGINEERS	62407	MULTI DEPT ENGINEERING	06/30/2021	7,399.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total :					17,377.62	.00	
Total WATER IMPACT FEES:					17,377.62	.00	
<b>CLASS C ROAD FUND</b>							
<b>EXPENDITURES</b>							
<b>20-40-480 DEPARTMENTAL SUPPLIES</b>							
3312	GENEVA ROCK PRODUC	2401080	CLASS C ROADS/REPAIRS	06/29/2021	105.00	.00	
3970	HORROCKS ENGINEERS	60900	MULTI DEPT ENGINEERING	03/31/2021	1,938.64	.00	
3970	HORROCKS ENGINEERS	61367	MULTI DEPT ENGINEERING	04/30/2021	163.23	.00	
4292	J.U.B. ENGINEERS, INC.	142050	1300 W ROAD IMPROVEMENTS	04/19/2021	539.67	.00	
8856	UTAH COUNTY AUDITOR	1410054-8 & 9	CANYON ROAD IMPROVEMENTS	06/30/2021	12,056.48	.00	
Total EXPENDITURES:					14,803.02	.00	
Total CLASS C ROAD FUND:					14,803.02	.00	
<b>CEMETERY</b>							
<b>22-70-250 VEHICLE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	738.49	.00	
<b>22-70-320 SPRINKLER &amp; LANDSCAPE</b>							
970	BJ PLUMBING SUPPLY	921577	CEM/DEPARTMENTAL SUPPLIES	07/09/2021	42.49	.00	
2766	EWING IRRIGATION PRO	14639249	CEM/DEPARTMENTAL SUPPLIES	07/01/2021	111.40	.00	
7795	SPRINKLER SUPPLY CO	95688	CEM/DEPARTMENTAL SUPPLIES	06/30/2021	735.33	.00	
<b>22-70-420 SPECIAL SERVICES</b>							
3229	GATEWAY MAPPING, INC	143151	CEM/GIS	05/26/2021	731.00	.00	
3229	GATEWAY MAPPING, INC	143654	CEM/GIS	06/15/2021	1,885.50	.00	
3571	GURR'S COPYTEC	49837	CEM/BROCHURES	07/07/2021	59.53	.00	
3950	HONEY BUCKET	552176833	CEM/RESTROOM RENTAL	06/24/2021	400.00	.00	
3970	HORROCKS ENGINEERS	60900	MULTI DEPT ENGINEERING	03/31/2021	7,850.18	.00	
3970	HORROCKS ENGINEERS	61367	MULTI DEPT ENGINEERING	04/30/2021	4,414.17	.00	
3970	HORROCKS ENGINEERS	620041	MULTI DEPT ENGINEERING	05/31/2021	7,219.82	.00	
3970	HORROCKS ENGINEERS	62407	MULTI DEPT ENGINEERING	06/30/2021	2,134.69	.00	
<b>22-70-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	55.66	.00	
1905	COMCAST	07012021-2	CEM/INTERNET SERVICES	07/01/2021	89.73	.00	
<b>22-70-670 SAFETY EQUIP. &amp; SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	71.95	.00	
Total :					26,539.94	.00	
Total CEMETERY:					26,539.94	.00	
<b>STORM DRAIN UTILITY FUND</b>							
<b>GENERAL GOVERNMENT</b>							
<b>48-41-250 VEHICLE EXPENSE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	1,950.97	.00	
4727	LEGACY EQUIPMENT CO	00103340	STRM DRN/DEPARTMENTAL SUPPL	06/24/2021	992.25	.00	
4727	LEGACY EQUIPMENT CO	103340	STRM DRN/VECHICLE EXPENSE	07/02/2021	299.25-	.00	
<b>48-41-330 ENGINEERING SERVICES</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	615.18	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	547.70	.00	
<b>48-41-480 DEPARTMENTAL SUPPLIES</b>							
81	ACE INTERMOUNTAIN R	2884	STRM DRN/DEPARTMENTAL SUPPL	06/30/2021	51.40	.00	
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	63.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2736	ERIKS NORTH AMERICA	112183	STRM DRN/DEPARTMENTAL SUPPL	06/30/2021	250.92	.00	
2736	ERIKS NORTH AMERICA	112253	STRM DRN/DEPARTMENTAL SUPPL	07/01/2021	240.60	.00	
3948	HOME DEPOT CREDIT S	06032021	STRM DRN/SUPPLIES	06/02/2021	62.85	.00	
<b>48-41-610 MISCELLANEOUS EXPENSE</b>							
993	BLUE STAKES OF UTAH 8	202102404	EXCAVATION MARKING SERVICES	06/30/2021	159.74	.00	
3151	FREEDOM MAILING SER	40912	UTILITY BILL MAILING	07/08/2021	507.30	.00	
Total GENERAL GOVERNMENT:					5,143.10	.00	
<b>STORM DRAIN PROJECTS</b>							
<b>48-70-954 800 N 1380-1570 W</b>							
3970	HORROCKS ENGINEERS	62039	MULTI DEPT ENGINEERING	05/31/2021	303.24	.00	
3970	HORROCKS ENGINEERS	62405	MULTI DEPT ENGINEERING	06/30/2021	699.65	.00	
<b>48-70-956 Close to My Heart</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	16,206.51	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	11,521.34	.00	
<b>48-70-959 Anderson Park</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	7,783.83	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	340.73	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	738.89	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	5,974.45	.00	
<b>48-70-960 PW Facility at Pipe Plant</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	1,275.90	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	11,429.86	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	5,485.56	.00	
<b>48-70-963 LID Infiltration Facility</b>							
3970	HORROCKS ENGINEERS	60900	MULTI DEPT ENGINEERING	03/31/2021	7,597.07	.00	
3970	HORROCKS ENGINEERS	61367	MULTI DEPT ENGINEERING	04/30/2021	5,838.94	.00	
3970	HORROCKS ENGINEERS	620041	MULTI DEPT ENGINEERING	05/31/2021	5,539.02	.00	
3970	HORROCKS ENGINEERS	62407	MULTI DEPT ENGINEERING	06/30/2021	1,906.43	.00	
<b>48-70-967 NU/GARDNER PIPE REPLACEMENT</b>							
3970	HORROCKS ENGINEERS	60900	MULTI DEPT ENGINEERING	03/31/2021	7,451.11	.00	
3970	HORROCKS ENGINEERS	61367	MULTI DEPT ENGINEERING	04/30/2021	7,675.45	.00	
3970	HORROCKS ENGINEERS	620041	MULTI DEPT ENGINEERING	05/31/2021	6,207.34	.00	
3970	HORROCKS ENGINEERS	62407	MULTI DEPT ENGINEERING	06/30/2021	1,331.52	.00	
Total STORM DRAIN PROJECTS:					105,306.84	.00	
Total STORM DRAIN UTILITY FUND:					110,449.94	.00	
<b>CAPITAL PROJECTS FUND</b>							
<b>MISC PROJECTS</b>							
<b>49-90-905 LIBRARY REMODEL</b>							
2042	CREATIVE SIGNS & GRA	31777	LIB/SIGNS	07/09/2021	42,151.37	.00	
<b>49-90-906 POLICE EQUIPMENT</b>							
7474	SIRCHIE	502841	EQUIPMENT	06/30/2021	2,818.10	.00	
Total MISC PROJECTS:					44,969.47	.00	
Total CAPITAL PROJECTS FUND:					44,969.47	.00	
<b>WATER FUND</b>							
<b>EXPENDITURES</b>							
<b>51-40-240 OFFICE EXPENSE</b>							
3151	FREEDOM MAILING SER	40912	UTILITY BILL MAILING	07/08/2021	1,014.61	.00	
<b>51-40-250 VEHICLE EXPENSE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	832.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
8539	TRIPLE T REPAIR SHOP	3107	WATER/VEHICLE REPAIR	07/08/2021	75.51	.00	
9451	WHEELER MACHINERY C	18935	WATER/VEHICLE REPAIR	07/09/2021	1,431.38	.00	
<b>51-40-285 CELLULAR SERVICES</b>							
9131	VERIZON WIRELESS	9883136435	MULTI DEPT/CELL PHONE EXEPNS	07/01/2021	42.32	.00	
<b>51-40-330 ENGINEERING</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	911.18	.00	
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	2,544.36	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	2,370.06	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	999.57	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	2,738.50	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	2,276.71	.00	
<b>51-40-440 LEASE PAYMENTS</b>							
9451	WHEELER MACHINERY C	186778	WATER/VEHICLE PARTS	06/30/2021	1,250.00	.00	
<b>51-40-470 METER PURCHASES</b>							
5482	MOUNTAINLAND SUPPLY	06302021	MULTI DEPT/DEPARTMENTAL SUPP	06/30/2021	2,200.00	.00	
<b>51-40-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	262.90	.00	
4286	IWORQ SYSTEMS INC.	195572	WATER/BACKFLOW MANAGEMENT	07/01/2021	7,182.00	.00	
5482	MOUNTAINLAND SUPPLY	06302021	MULTI DEPT/DEPARTMENTAL SUPP	06/30/2021	7,075.36	.00	
<b>51-40-600 REPAIR &amp; MAINTENANCE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	3.83	.00	
993	BLUE STAKES OF UTAH 8	202102404	EXCAVATION MARKING SERVICES	06/30/2021	159.76	.00	
1277	BUSY BEE CONCRETE	147866	WATER/CONCRETE	07/07/2021	321.00	.00	
1368	C-A-L RANCH STORES	11668/8	WATER/ASSORTED SUPPLIES	07/06/2021	304.81	.00	
1368	C-A-L RANCH STORES	11673/8	WATER/ASSORTED SUPPLIES	07/07/2021	144.94	.00	
1368	C-A-L RANCH STORES	11681/8	WATER/ASSORTED SUPPLIES	07/08/2021	97.48	.00	
1368	C-A-L RANCH STORES	11682/8	WATER/ASSORTED SUPPLIES	07/08/2021	232.48	.00	
1368	C-A-L RANCH STORES	11683/8	WATER/ASSORTED SUPPLIES	07/08/2021	129.73	.00	
1368	C-A-L RANCH STORES	11687/8	WATER/ASSORTED SUPPLIES	07/09/2021	134.93	.00	
1590	CHEMTECH-FORD INC.	21F1894	WATER/ANALYSIS	07/09/2021	480.00	.00	
3298	GENEVA HYDRAULICS	54487	WATER/NEELDE VALVE	06/15/2021	83.24	.00	
6938	RICHARDS LABORATORI	8557	WATER/TESTING	06/17/2021	338.00	.00	
Total EXPENDITURES:					35,637.58	.00	
<b>WATER CAPITAL PROJECTS</b>							
<b>51-70-885 FIRE HYDRANT REPLACEMENT</b>							
3398	GORDON CASE & COMP	4070	WATERNEW FIRE HYDRANT AND V	06/08/2021	7,751.00	.00	
3398	GORDON CASE & COMP	4071	WATERNEW FIRE HYDRANT AND V	06/09/2021	6,873.00	.00	
<b>51-70-938 100 E STATE ST TO 1500 NORTH</b>							
8856	UTAH COUNTY AUDITOR	1410054-8 & 9	CANYON ROAD IMPROVEMENTS	06/30/2021	23,857.85	.00	
<b>51-70-942 1100 NORTH 700 E TO 1100 EAST</b>							
3970	HORROCKS ENGINEERS	60900	MULTI DEPT ENGINEERING	03/31/2021	747.39	.00	
3970	HORROCKS ENGINEERS	61367	MULTI DEPT ENGINEERING	04/30/2021	24,085.86	.00	
3970	HORROCKS ENGINEERS	620041	MULTI DEPT ENGINEERING	05/31/2021	12,606.42	.00	
3970	HORROCKS ENGINEERS	62407	MULTI DEPT ENGINEERING	06/30/2021	10,003.62	.00	
<b>51-70-943 PRV REPLACEMENT</b>							
1880	CODY EKKER CONSTRU	4-06302021	PRV PROJECT	06/30/2021	21,959.90	.00	
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	1,382.28	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	2,439.61	.00	
3970	HORROCKS ENGINEERS	620041	MULTI DEPT ENGINEERING	05/31/2021	181.74	.00	
3970	HORROCKS ENGINEERS	62040	MULTI DEPT ENGINEERING	05/31/2021	535.95	.00	
3970	HORROCKS ENGINEERS	62406	MULTI DEPT ENGINEERING	06/30/2021	655.05	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	1,315.67	.00	
Total WATER CAPITAL PROJECTS:					114,395.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WATER FUND:					150,032.92	.00	
<b>SEWER FUND</b>							
<b>52-21320 ACCTS PAYABLE-TIMP SERV DIST.</b>							
8422	TIMP. SPECIAL SERVICE	06302021	IMPACT FEES	06/30/2021	13,141.65	.00	
Total :					13,141.65	.00	
<b>EXPENDITURES</b>							
<b>52-40-240 OFFICE EXPENSE</b>							
3151	FREEDOM MAILING SER	40912	UTILITY BILL MAILING	07/08/2021	1,014.61	.00	
<b>52-40-250 VEHICLE EXPENSE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	832.92	.00	
<b>52-40-330 ENGINEERING SERVICES</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	363.48	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	272.61	.00	
<b>52-40-350 CHARGES FOR TREATMENT</b>							
1780	CITY OF CEDAR HILLS	06302021	WEDGEWOOD DRIVE SEWER	06/30/2021	156.35	.00	
8422	TIMP. SPECIAL SERVICE	06292021	WASTEWATER TREATMENT	06/30/2021	218,654.98	.00	
<b>52-40-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	33.49	.00	
<b>52-40-600 REPAIR &amp; MAINTENANCE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	19.37	.00	
993	BLUE STAKES OF UTAH 8	202102404	EXCAVATION MARKING SERVICES	06/30/2021	159.76	.00	
4542	KILGORE COMPANIES LL	908665	SEC WATER/DEPARTMENTAL SUPP	07/02/2021	896.80	.00	
4542	KILGORE COMPANIES LL	909803	SEC WATER/DEPARTMENTAL SUPP	07/07/2021	917.54	.00	
Total EXPENDITURES:					223,321.91	.00	
<b>52-90-812 INSITUFORM</b>							
3970	HORROCKS ENGINEERS	60899	MULTI DEPT ENGINEERING	03/31/2021	1,363.11	.00	
3970	HORROCKS ENGINEERS	61366	MULTI DEPT ENGINEERING	04/30/2021	135.32	.00	
3970	HORROCKS ENGINEERS	62040	MULTI DEPT ENGINEERING	05/31/2021	907.20	.00	
3970	HORROCKS ENGINEERS	62406	MULTI DEPT ENGINEERING	06/30/2021	360.84	.00	
<b>52-90-888 STATE STREET CROSSING</b>							
3970	HORROCKS ENGINEERS	60896	GENERAL ENGINEERING	03/31/2021	1,973.30	.00	
3970	HORROCKS ENGINEERS	61361	GENERAL ENGINEERING	04/30/2021	4,758.72	.00	
3970	HORROCKS ENGINEERS	62034	GENERAL ENGINEERING	05/31/2021	2,392.09	.00	
3970	HORROCKS ENGINEERS	62404	GENERAL ENGINEERING	06/30/2021	4,614.17	.00	
5635	NEWMAN CONSTRUCTIO	3	SEWER IMPROVEMENT PROJECT	06/30/2021	173,778.75	.00	
<b>52-90-938 100 W - 200 S Center Upsize</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	10,962.43	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	1,472.08	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	8,129.20	.00	
Total :					210,847.21	.00	
Total SEWER FUND:					447,310.77	.00	
<b>METROPOLITAN WATER DIST.</b>							
<b>53-40-620 WATER SHARE ACQUISITION</b>							
9077	VALLEY GROVE II, LLC	07152021	PURCHASE OF WATER RIGHTS	07/15/2021	262,292.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total :					262,292.00	.00	
Total METROPOLITAN WATER DIST.:					262,292.00	.00	
<b>SECONDARY WATER EXPENDITURES</b>							
<b>54-40-220 PUBLICATION EXPENSE</b>							
3151	FREEDOM MAILING SER	40912	WATER CONSERVATION LETTER	07/08/2021	72.93	.00	
8730	UPPER CASE PRINTING,	17256	WATER CONSERVATION LETTER	07/05/2021	190.26	.00	
<b>54-40-250 VEHICLE</b>							
3166	FUELMAN	60371392	MULTI DEPT/VEHICLE FUEL EXPEN	06/30/2021	832.91	.00	
<b>54-40-285 CELLULAR SERVICES</b>							
9125	VERIZON CONNECT NWF	2481606	WATER/MONTHLY SERVICE CHAR	06/30/2021	161.90	.00	
9131	VERIZON WIRELESS	06302021	SEC WATER PUMP HOUSE	06/30/2021	40.04	.00	
<b>54-40-330 ENGINEERING</b>							
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	908.70	.00	
<b>54-40-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	3.44	.00	
4264	INTERWEST SAFETY SU	61085	SEC WATER/LIGHT BAR	07/06/2021	486.44	.00	
5482	MOUNTAINLAND SUPPLY	06302021	MULTI DEPT/DEPARTMENTAL SUPP	06/30/2021	816.28	.00	
<b>54-40-600 REPAIR &amp; MAINTENANCE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	44.24	.00	
298	ALPINE TECHNICAL SER	28138	SEC WATER/CUSTOMIZED SERVIC	07/01/2021	100.00	.00	
688	B&D PUMP & ELECTRIC	1454	WATER/WELL MAINTENANCE	06/07/2021	175.00	.00	
970	BJ PLUMBING SUPPLY	921163	SEC WATER/DEPARMENTAL SUPPL	07/07/2021	136.42	.00	
993	BLUE STAKES OF UTAH 8	202102404	EXCAVATION MARKING SERVICES	06/30/2021	159.76	.00	
4542	KILGORE COMPANIES LL	907755	SEC WATER/DEPARTMENTAL SUPP	07/01/2021	880.50	.00	
5482	MOUNTAINLAND SUPPLY	06302021	MULTI DEPT/DEPARTMENTAL SUPP	06/30/2021	2,824.77	.00	
5718	NORTHWEST FENCE & S	01290A	SEC WATER/TIES	06/30/2021	14.50	.00	
Total EXPENDITURES:					7,848.09	.00	
<b>CAPITAL PROJECTS</b>							
<b>54-70-928 MANILA POND</b>							
3970	HORROCKS ENGINEERS	60901	MULTI DEPT ENGINEERING	03/31/2021	1,916.95	.00	
3970	HORROCKS ENGINEERS	61368	MULTI DEPT ENGINEERING	04/30/2021	1,541.71	.00	
3970	HORROCKS ENGINEERS	62408	MULTI DEPT ENGINEERING	06/30/2021	1,256.73	.00	
<b>54-70-935 2020 FILTER/DIVERSION PROJECTS</b>							
1880	CODY EKKER CONSTRU	8-06302021	FILTER AND DIVERSIONS PROJECT	06/30/2021	37,098.14	.00	
3970	HORROCKS ENGINEERS	60899	MULTI DEPT ENGINEERING	03/31/2021	119.10	.00	
3970	HORROCKS ENGINEERS	61366	MULTI DEPT ENGINEERING	04/30/2021	238.20	.00	
3970	HORROCKS ENGINEERS	62040	MULTI DEPT ENGINEERING	05/31/2021	1,012.35	.00	
3970	HORROCKS ENGINEERS	62406	MULTI DEPT ENGINEERING	06/30/2021	1,997.39	.00	
<b>54-70-937 Mill Ditch Canal Piping</b>							
3970	HORROCKS ENGINEERS	03312021	GENERAL ENGINEERING	03/31/2021	39,031.80	.00	
3970	HORROCKS ENGINEERS	61365	GENERAL ENGINEERING	04/30/2021	28,615.80	.00	
3970	HORROCKS ENGINEERS	62039	MULTI DEPT ENGINEERING	05/31/2021	7,909.62	.00	
3970	HORROCKS ENGINEERS	62405	MULTI DEPT ENGINEERING	06/30/2021	10,390.91	.00	
7465	SILVER SPUR CONSTRU	5	MILL DITCH PROJECT	06/30/2021	37,700.29	.00	
Total CAPITAL PROJECTS:					168,828.99	.00	
Total SECONDARY WATER:					176,677.08	.00	

**UNEMPLOY & DISAB RESERVE FUND**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>EXPENDITURES</b>							
<b>55-40-180 UNEMPLOYMENT RESERVE EXPENSE</b>							
8920	UTAH DEPT OF WORKFO	06302021	UNEMPLOYMENT INSURANCE	06/30/2021	378.02	.00	
Total EXPENDITURES:					378.02	.00	
Total UNEMPLOY & DISAB RESERVE FUND:					378.02	.00	
<b>CAPITAL EQUIPMENT</b>							
<b>58-40-500 PRINCIPAL PAYMENTS</b>							
9802	ZIONS BANK	07032021	LOAN PAYMENT	07/03/2021	67,585.73	.00	
9802	ZIONS BANK	07052021	LOAN PAYMENT	07/03/2021	58,797.00	.00	
<b>58-40-520 INTEREST PAYMENTS</b>							
9802	ZIONS BANK	07042021	LOAN PAYMENT INTEREST	07/03/2021	3,021.92	.00	
9802	ZIONS BANK	07072021	LOAN PAYMENT INTEREST	07/03/2021	903.11	.00	
<b>58-40-640 RECREATION EQUIPMENT</b>							
3155	FREEMOTION FITNESS	470681	REC/EQUIPMENT	06/30/2021	12,045.00	.00	
Total :					142,352.76	.00	
Total CAPITAL EQUIPMENT:					142,352.76	.00	
<b>SANITATION FUND</b>							
<b>EXPENDITURES</b>							
<b>62-40-435 RECYCLING COLLECTION</b>							
6850	REPUBLIC SERVICES	06302021	GLASS RECYCLING EXPENSE	06/30/2021	325.95	.00	
Total EXPENDITURES:					325.95	.00	
Total SANITATION FUND:					325.95	.00	
<b>SWIMMING POOL</b>							
<b>SWIMMING POOL</b>							
<b>71-73-240 OFFICE EXPENSE</b>							
1905	COMCAST	07022021	POOL/INTERNET SERVICE	07/01/2021	109.68	.00	
<b>71-73-280 TELEPHONE EXPENSE</b>							
1480	CENTRACOM INTERACTI	07022021	POOL/PHONE EXPENSE	07/01/2021	77.30	.00	
<b>71-73-390 BUILDING MAINTENANCE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	782.46	.00	
1338	C.E.M.	2834	POOL/SWIM POOL MAINTENANCE	06/29/2021	133.50	.00	
1338	C.E.M.	2875	POOL/SWIM POOL MAINTENANCE	06/29/2021	136.84	.00	
3948	HOME DEPOT CREDIT S	06022021	POOL/SUPPLIES	06/02/2021	343.51	.00	
3948	HOME DEPOT CREDIT S	06222021	POOL/SUPPLIES	06/22/2021	47.94	.00	
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	320.23	.00	
<b>71-73-392 BUILDING IMPROVEMENTS</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	68.42	.00	
1338	C.E.M.	2768	POOL/SWIM POOL MAINTENANCE	06/25/2021	2,181.03	.00	
<b>71-73-420 CONTRACTED SERVICES</b>							
8156	TCI SECURITY OF UTAH	35782	POOL/ALARM MONITORING	06/23/2021	38.00	.00	
<b>71-73-460 CONCESSION STAND EXPENSE</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	4.59	.00	
7233	SAM'S CLUB/SYNCHRON	06302021	POOL/CONCESSION STAND SUPPL	06/30/2021	250.28	.00	
8088	SYSCO INTERMOUNTAIN	385623390	POOL/CONCESSIONS	06/30/2021	941.14	.00	
8088	SYSCO INTERMOUNTAIN	385623392	POOL/CONCESSIONS	06/30/2021	286.97	.00	
8088	SYSCO INTERMOUNTAIN	385638226	POOL/CONCESSIONS	07/07/2021	1,368.24	.00	
8088	SYSCO INTERMOUNTAIN	385645248	POOL/CONCESSIONS	07/10/2021	1,115.65	.00	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>71-73-480 DEPARTMENTAL SUPPLIES</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	18.21	.00	
7233	SAM'S CLUB/SYNCHRON	06302021	POOL/SUPPLIES	06/30/2021	516.61	.00	
8219	TEXTILE TEAM OUTLET	3379	POOL/SHIRTS	06/21/2021	346.62	.00	
<b>71-73-481 CHEMICALS</b>							
1338	C.E.M.	2599	POOL/SWIM POOL MAINTENANCE	06/21/2021	70.73	.00	
1338	C.E.M.	2830	POOL/SWIM POOL MAINTENANCE	06/28/2021	3,547.21	.00	
1338	C.E.M.	2892	POOL/SWIM POOL MAINTENANCE	06/30/2021	1,299.87	.00	
Total SWIMMING POOL:					14,005.03	.00	
Total SWIMMING POOL:					14,005.03	.00	
<b>COMMUNITY CENTER</b>							
<b>72-34-310 RECREATION FEE REVENUES</b>							
1020	BONNETT, SHANNON LEI	063020221	REC/CONTRACTED SERVICES	06/30/2021	525.00	.00	
2848	FENTON, SAMANTHA	0630201	REC/CONTRACTED SERVICES	06/30/2021	63.00	.00	
5632	NEWBRY, JULIA ANN	06302021	REC/CONTRACTED SERVICES	06/30/2021	2,940.00	.00	
Total :					3,528.00	.00	
<b>72-71-062 COMMUNITY CTR - BLDG MAINT</b>							
139	ADVANCED FITNESS RE	8471	REC/EQUIPMENT REPAIR	07/10/2021	85.00	.00	
139	ADVANCED FITNESS RE	8471	REC/EQUIPMENT REPAIR PARTS	07/10/2021	105.49	.00	
6850	REPUBLIC SERVICES	07012021	MULTI DEPT/GARBAGE COLLECTIO	07/01/2021	248.65	.00	
8376	THYSSENKRUPP ELEVAT	3006015905	COM CENTER/ELEVATOR MAINTEN	07/01/2021	592.01	.00	
<b>72-71-410 PROGRAM SUPPLIES &amp; EQUIPMENT</b>							
239	ALLRED ACE HARDWAR	06302021	MULT DEPT/DEPARTMENT SUPPLI	06/30/2021	24.93	.00	
505	ANYTIME SERVICES LLC	85517	REC/CHEMICAL TOILET	06/28/2021	120.00	.00	
2338	DeHOYOS, HAYDEN	06302021	REC/CONTRACTED SERVICES	06/30/2021	4,606.20	.00	
2340	PG SUMMER TENNIS	06302021	SDA/TENNIS PROGRAM	06/30/2021	1,480.00	.00	
4740	LES MILLS UNITED STAT	SIV0034007	REC/LES MILLS BASIC	07/01/2021	49.00	.00	
5730	OFFICE DEPOT, INC.	180472195001	REC/OFFICE SUPPLIES	07/13/2021	212.84	.00	
5730	OFFICE DEPOT, INC.	180472195002	REC/OFFICE SUPPLIES	07/14/2021	77.40	.00	
6066	PEAK SOFTWARE SYSTE	23427	REC/TEXTING SERVICE	07/02/2021	23.14	.00	
7233	SAM'S CLUB/SYNCHRON	06302021	REC/ASSORTED SUPPLIES	06/30/2021	1,237.31	.00	
8219	TEXTILE TEAM OUTLET	3300	REC/UNIFORMS	06/08/2021	292.40	.00	
8219	TEXTILE TEAM OUTLET	3301	REC/UNIFORMS	06/08/2021	277.40	.00	
8219	TEXTILE TEAM OUTLET	3302	REC/UNIFORMS	06/08/2021	317.32	.00	
8219	TEXTILE TEAM OUTLET	3378	REC/UNIFORMS	06/21/2021	57.94	.00	
8219	TEXTILE TEAM OUTLET	3385	REC/UNIFORMS	06/22/2021	787.50	.00	
8219	TEXTILE TEAM OUTLET	3387	REC/UNIFORMS	06/22/2021	219.25	.00	
8738	USA SOFTBALL OF UTAH	24	REC/CONTRACTED SERVICES	07/11/2021	329.00	.00	
9521	WILKINSONS TROPHY &	31711	REC/BASEBALL PANTS	04/29/2021	114.08	.00	
<b>72-71-420 CONTRACTED SERVICES</b>							
1905	COMCAST	06292021	REC/INTERNET SERVICE	06/30/2021	230.37	.00	
8071	SUPERIOR WATER & AIR,	185953067	REC/BOTTLED WATER	07/01/2021	30.00	.00	
8156	TCI SECURITY OF UTAH	35782	REC/ALARM MONITORING	06/23/2021	52.00	.00	
<b>72-71-460 CONCESSION STAND EXPENSE</b>							
7233	SAM'S CLUB/SYNCHRON	06302021	REC/CONCESSION STAND EXPENS	06/30/2021	1,477.45	.00	
Total :					13,046.68	.00	
Total COMMUNITY CENTER:					16,574.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>CULTURAL ARTS</b>							
<b>PROGRAM EXPENDITURES</b>							
<b>73-71-552 PG PLAYERS</b>							
8349	THOMPSON, JEFF	07072021	PG PLAYERS/REIMB. FOR SCRIPTS	07/07/2021	152.80	.00	
Total PROGRAM EXPENDITURES:					152.80	.00	
Total CULTURAL ARTS:					152.80	.00	
Grand Totals:					1,762,190.78	.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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\_\_\_\_\_

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

City Finance Director: \_\_\_\_\_

## Report Criteria:

Invoices with totals above \$0 included.

Only unpaid invoices included.