



**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 September 7, 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.

AGENDA

4:30 P.M. WORK SESSION

1. High level debrief on the water boil order.
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 August 17, 2021 meeting.
 - b. To consider approving Payment Request No. 2 to Insituform Technologies for the FY 2019-20 Sewer Rehabilitation Project.
 - c. To consider approving Change Order No. 1 and Partial Payment No. 1 to Allied Underground Technology for the 100 West Sewer Improvements Project

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

7. **BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
8. **PRESENTATIONS:**
 - A. First Responders Recognition in Honor of the 20th Anniversary of 9/11. *Presenter: Mayor Fugal*
9. **PUBLIC HEARING ITEMS:**
 - A. Public Hearing to consider for adoption an Ordinance (2021-29) to apply the P-O (Professional Office) Zone to approximately 1 acre on property currently zoned R1-8 (Single Family Residential),

located at approximately 1027 North 2000 West. (MUD HOLE NEIGHBORHOOD) (Penn Owens Applicant) *Presenter: Director Cardenas*

10. ACTION ITEMS READY FOR VOTE:

- A. To consider for approval a 7-lot Final subdivision plat, called Merrill Liston Estates Plat 'A,' on property located at approximately 900 W 1100 North in the R1-7 (Single Family Residential) Zone. (Mud Hole Neighborhood) (Clay M. Liston Applicant) *Presenter: Director Cardenas*
- B. To consider for adoption a Resolution (2021-043) cancelling the November 2, 2021 Municipal General Election and declaring each unopposed candidate elected to office and providing an effective date. *Presenter: Attorney Petersen*
- C. To consider for adoption a Resolution (2021-044) authorizing the Mayor to sign a Grant Agreement with Utah County regarding the Communities that Care Coalition, providing funding for programs to reduce substance abuse in the community and providing an effective date. *Presenter: Attorney Petersen*
- D. To consider for adoption a Resolution (2021-045) authorizing the Mayor to sign an agreement with American Fork Irrigation Company and Pleasant Grove Irrigation Company called the "American Fork Weir Protection Agreement" for installing watershed protection structures and to allow Pleasant Grove City to serve as sponsor for the project with the NRCS and providing for an effective date. *Presenter: Director Beaumont*
- E. To consider for adoption a Resolution (2021-046) approving an extension to the twelve-month time limit for final plat effectiveness found in Title 11 Chapter 7 Section 5 of the Pleasant Grove Municipal Code and providing an effective date. *Presenter: Director Beaumont*
- F. To consider for adoption a Resolution (2021-047) authorizing the Mayor to sign a Technical Planning Assistance Cooperative Agreement with the Utah Department of Transportation (UDOT) to update the Pleasant Grove City Transportation Master Plan and providing an effective date. *Presenter: Director Beaumont*
- G. To consider for adoption a Resolution (2021-048) authorizing the Pleasant Grove City Engineer and Public Works Director to submit application for the Federal American Rescue Plan Act of 2021 ("ARPA") Grant to fund flood protection/stormwater improvements to the flood channel that carries storm water from Pleasant Grove to outfall in Utah Lake and providing an effective date. *Presenter: Director Beaumont*
- H. To consider for adoption a Resolution (2021-049) authorizing the Pleasant Grove City Engineer and Public Works Director to submit application for the Federal American Rescue Plan Act of 2021 ("ARPA") Grant to fund the development of a new culinary water well in the Grove area and providing an effective date. *Presenter: Director Beaumont*
- I. To consider awarding All Star Striping the 3 Year Striping Pavement Messages Contract bid and authorize the Mayor to sign the Notice of Award, and authorize the Mayor to sign the Notice to Proceed and Agreement upon receipt and approval of final contract documents. *Presenter: Director Beaumont*
- J. To consider awarding Geneva Rock Products, Inc. the Micro Surfacing 2021 Project bid with a Base Bid plus alternate 1 and 2 in the amount of \$884,502.08 and authorize the Mayor to sign the Notice of Award, and authorize the Mayor to sign the Notice to Proceed and Agreement upon receipt and approval of final contract documents. *Presenter: Director Beaumont*
- K. To consider for approval the design, wording and placement of a Historical Monument Marker honoring the construction of unique soft-rock buildings in Pleasant Grove. *Presenter: Director Giles.*

11. ITEMS FOR DISCUSSION:

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

12. REVIEW AND DISCUSSION ON THE SEPTEMBER 21, 2021 CITY COUNCIL MEETING AGENDA.

13. MAYOR AND COUNCIL BUSINESS.

14. SIGNING OF PLATS.

15. REVIEW CALENDAR.

16. CLOSED MEETING TO DISCUSS THE PURCHASE, EXCHANGE OR LEASE OF REAL PROPERTY (UCA 52-4-205 (1)(d)) AND CLOSED MEETING TO DISCUSS PENDING OR REASONABLY IMMINENT LITIGATION. (UCA 52-4-205 1 (c))

17. ADJOURN.

CERTIFICATE OF POSTING:

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

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

Date: September 3, 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.

**PARTIAL PAYMENT ESTIMATE
NO. 2**

Name of Contractor: ***Insituform Technologies***

Name of Owner: ***Pleasant Grove City***

Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 15-Feb-21	Original: \$279,047.00	From: 15-Feb-21
Revised: 15-Feb-21	Revised: \$265,342.40	To: 27-Aug-21

Description of Job: ***FY 2019-20 Sewer Rehabilitation Project***

Amount	This Period	Total To Date
Amount Earned	\$0.00	\$265,342.40
Retainage Being Held	\$0.00	\$13,267.12
Retainage Being Released	\$13,267.12	\$13,267.12
Previous Payments		\$252,075.28
Amount Due	\$13,267.12	\$13,267.12

Contractor's Construction Progress is COMPLETE

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

Recommended by Horrocks Engineers

Date: 8/27/2021

John E. Schiess, P.E.
Project Engineer

Accepted by: **Insituform Technologies**

Date: 08.28.2021

Eric Huss

Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy L. Fugal
Mayor

Budget Code _____ Staff Initial _____

PROJECT: FY 2019-20 Sewer Rehabilitation Project

PAY PERIOD: 2 Aug-21

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
	Base Bid A								
1	Mobilization	1.00	LS	\$23,000.00	\$23,000.00	0.00	1.00		\$23,000.00
2	8" CIPP Liner	2900.00	LF	\$23.40	\$67,860.00	0.00	2961.00		\$69,287.40
3	10" CIPP Liner	375.00	LF	\$43.00	\$16,125.00	0.00	0.00		\$0.00
4	12" CIPP Liner	1385.00	LF	\$39.00	\$54,015.00	0.00	1303.00		\$50,817.00
5	Re-connection of Sewer Laterals	54.00	EA	\$124.00	\$6,696.00	0.00	73.00		\$9,052.00
6	Internal Spot Repair	1.00	EA	\$4,107.00	\$4,107.00	0.00	1.00		\$4,107.00
	Additive Alternate 1								
11	8" CIPP Liner	1370.00	LF	\$28.00	\$38,360.00	0.00	1455.00		\$40,740.00
12	Re-connection of Sewer Laterals	28.00	EA	\$109.00	\$3,052.00	0.00	23.00		\$2,507.00
	Additive Alternate 2								
21	Open Cut Spot Repair	1.00	EA	\$29,000.00	\$29,000.00	0.00	1.00		\$29,000.00
	Additive Alternate 3								
31	8" CIPP Liner	215.00	LF	\$52.00	\$11,180.00	0.00	215.00		\$11,180.00
32	Re-connection of Ground Water Laterals	2.00	EA	\$127.00	\$254.00	0.00	2.00		\$254.00
	Additive Alternate 4								
41	Rehabilitation of 48" Diameter Concrete Manholes	30.00	LF	\$301.00	\$9,030.00	0.00	30.00		\$9,030.00
42	Rehabilitation of 48" Concrete Manhole Inverts	3.00	EA	\$1,099.00	\$3,297.00	0.00	3.00		\$3,297.00
43	Rehabilitation of 60" Diameter Concrete Manholes	28.00	LF	\$351.00	\$9,828.00	0.00	28.00		\$9,828.00
44	Rehabilitation of 60" Concrete Manhole Inverts	3.00	EA	\$1,081.00	\$3,243.00	0.00	3.00		\$3,243.00
	Additive Alternate 5								
51	Cutting of Protruding Laterals	0.00	EA	\$378.00	\$0.00	0.00	0.00		\$0.00
52	Top Hat Lateral Repair	0.00	EA	\$3,458.00	\$0.00	0.00	0.00		\$0.00
Subtotal					\$279,047.00			\$0.00	\$265,342.40
	Change Order #1								
1	Overrun and Underrun				(\$13,704.60)	0.00	0.00		\$0.00

Total

\$265,342.40

TOTAL	\$0.00	\$265,342.40
AMOUNT RETAINED	\$0.00	\$13,267.12
RETAINAGE RELEASED	\$13,267.12	\$13,267.12
PREVIOUS RETAINAGE		\$13,267.12
PREVIOUS PAYMENTS		\$252,075.28
AMOUNT DUE	\$13,267.12	\$13,267.12

DOCUMENT 009900

CONTRACT CHANGE ORDER

Project: Pleasant Grove City – FY 2021 100 West Sewer Improvements Project

Date 9/3/2021

Location: 100 West 100 South Pleasant Grove, 84062

Change Order No.: 1

To: Allied Underground Technology

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	Price Increase for CCTV sewer line again due to a protruding lateral.		\$1,381.00
2	Data Logger Credit	-\$2,149.00	
3	16" HDPE Pipe Fusing at Discover Park		\$978.00
	Change in contract price due to this Change Order:		
	Total Decrease	-\$2,149.00	
	Total Increase		\$2,359.00
	Difference between Col. 3 & 4		\$210.00
	Net Increase		\$210.00

The sum of \$210.00 is hereby added to, the total contract price and the total adjusted contract price to date thereby is \$504,050.98.

The time provided for completion in the contract is increased by 2 business days. **Construction is to be substantially completed by September 21, 2021 and fully completed by October 5, 2021.**

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

Accepted by:

Contractor
Date

Recommended by:

Project Engineer
Date

Approved by:

Owner
Date

**PARTIAL PAYMENT ESTIMATE
NO. 1**

Name of Contractor: ***Allied Underground Technology, LLC***

Name of Owner: ***Pleasant Grove City***

Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 1-Oct-21	Original: \$503,840.98	From: 26-May-21
Revised: 5-Oct-21	Revised: \$504,050.98	To: 31-Aug-21

Description of Job: ***FY 2021 100 West Sewer Improvements Project***

Amount	This Period	Total To Date
Amount Earned	\$264,739.54	\$264,739.54
Retainage Being Held	\$13,236.98	\$13,236.98
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$0.00
Amount Due	\$251,502.56	\$251,502.56

Contractor's Construction Progress is NEARLY COMPLETE

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

Recommended by Horrocks Engineers

Date: 9/3/2021

Ryan McLeod, P.E.
Project Engineer

Accepted by: **Allied Underground Technology, LLC**

Date: _____

Project Manager

Approved By: **Pleasant Grove City**

Date: _____

Guy Fugal
Mayor

Budget Code _____ Staff Initial _____

PROJECT: FY 2021 100 West Sewer Improvements Project

PAY PERIOD: 1 Aug-21

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
1	Mobilization	1.00	LS	\$76,995.00	\$76,995.00	0.67	0.67	\$51,586.65	\$51,586.65
2	14" HDPE (Pipebursting)	1100.00	LF	\$165.97	\$182,567.00	732.00	732.00	\$121,490.04	\$121,490.04
3	Re-connection of Sewer Laterals	17.00	EA	\$3,250.00	\$55,250.00	8.00	8.00	\$26,000.00	\$26,000.00
4	Hot Mix Asphalt Replacement	100.00	TON	\$298.20	\$29,820.00	0.00	0.00		\$0.00
5	Import Roadbase	104.00	CY	\$39.87	\$4,146.48	35.00	35.00	\$1,395.45	\$1,395.45
6	Import Backfill	3382.00	TON	\$21.25	\$71,867.50	294.96	294.96	\$6,267.90	\$6,267.90
7	By-pass Pumping	1.00	LS	\$52,500.00	\$52,500.00	0.67	0.67	\$35,175.00	\$35,175.00
8	Traffic Control	1.00	LS	\$17,500.00	\$17,500.00	0.67	0.67	\$11,725.00	\$11,725.00
9	Testing (Compaction and Video)	1.00	LS	\$6,350.00	\$6,350.00	0.67	0.67	\$4,254.50	\$4,254.50
10	Additive Alternate #1	1.00	LS	\$6,845.00	\$6,845.00	1.00	1.00	\$6,845.00	\$6,845.00
Subtotal					\$503,840.98			\$264,739.54	\$264,739.54

	Change Order #1 - CCTV, Data Logger, & 16" HDPE Pipe Fusing	1.00	LS	\$210.00	\$210.00	0.00	0.00		\$0.00
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Total**\$504,050.98**

TOTAL	\$264,739.54	\$264,739.54
AMOUNT RETAINED	\$13,236.98	\$13,236.98
RETAINAGE RELEASED		\$0.00
PREVIOUS RETAINAGE		\$0.00
PREVIOUS PAYMENTS		\$0.00
AMOUNT DUE	\$251,502.56	\$251,502.56

City Council Staff Report

September 7th, 2021

REZONE

REQUEST	Rezone subject property from R1-8 (Single Family Residential) Zone to P-O (Professional Office) Zone	
APPLICANT	Penn Owens	
ADDRESS	Approx. 1027 North 2000 West	
ZONE	R1-8 (Single Family Residential) Zone	
GENERAL PLAN	Professional/Mixed Use	
STAFF RECOMMENDATION	Recommend approval of the Rezone	
ATTACHMENTS	Property Zoning Map	4
	Property Aerial Map	5
	General Plan Designation	6
	Approved Plat – BLVD Yard Offices Subdivision Plat ‘A’	7
	Site Plan	8
	Landscape Plan	9
	Building Elevations – Black & White	10
	Building Elevations - Color	11

Background

The applicant is requesting to apply the P-O (Professional Office) Zone, to property located at approximately 1027 North 2000 West, that is currently within the R1-8 (Single Family Residential) Zone. The General Plan Designation for the property is Professional/Mixed Use (See General Plan Designation Map on Page 8). Professional Office use areas are designed to accommodate and provide areas for professional services near residential areas. All neighboring properties directly adjacent to the subject property are zoned P-O (Professional Office).

Also requested on the same property is a preliminary plat, called BLVD Yard Offices Subdivision Plat ‘A,’ and a site plan for a single-story, multi-tenant office building on proposed Lot 1. The property has never been part of an existing subdivision.

Analysis

Rezone

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

The proposed rezone to the P-O (Professional Office) Zone is supported by the General Plan (see Page 8 for General Plan Designation for this area). Zone designations for all surrounding properties are P-O (Professional Office) Zone. Staff has determined a rezone of this property to the P-O (Professional Office) Zone would be consistent with nearby areas and the General Plan, and appropriate for this property.

Approved Plat

The proposed subdivision, BLVD Yard Offices Subdivision Plat 'A' occupies a total area of 1.54 acres, or 67,203 SF, and consists of 2 lots: Lots 1 and 2.

	Acres	Sq. Ft.
Lot 1	1.071	46,659
Lot 2	.466	20,544

Lot 1 meet the minimum requirements for residential lots in the P-O (Professional Office) Zone:

Lot Requirements	Feet
Area	1 acre
Frontage	200 FT
Width	200 FT

Frontage is provided by public road, North County Boulevard (2000 West) and exceeds 200 ft. 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.

Recommendation from Planning Commission

Pleasant Grove City Planning Commission took the following action on the described application at their meeting on August 5, 2021.

3. Public Hearing: Rezone – Located at approx. 1072 N 2000 W (Mud Hole Neighborhood)

Public Hearing to consider the request of Penn Owens to apply the P-O (Professional Office) Zone to approximately 1 acre on property currently zoned R1-8 (Single Family Residential), located at approximately 1027 North 2000 West.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Steele moved the Planning Commission forward a recommendation of approval of the request of Penn Owens for a rezone of approximately 1 acre from the R1-8 (Single Family Residential) Zone to the P-O (Professional Office) Zone, at property located at

approximately 1027 North 2000 West; 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 Steele

Seconded by: Commissioner Butler

AYE VOTES: Chair Blake, Steele, Butler, Fugal

NAY VOTES:

American Fork City

R-R

R1-12

R1-8

P-O

C-S

RM-7

Subject Property

1100 N

1200 N

1300 N

1400 N

1500 N

1600 N

1700 N

1800 N

1900 N

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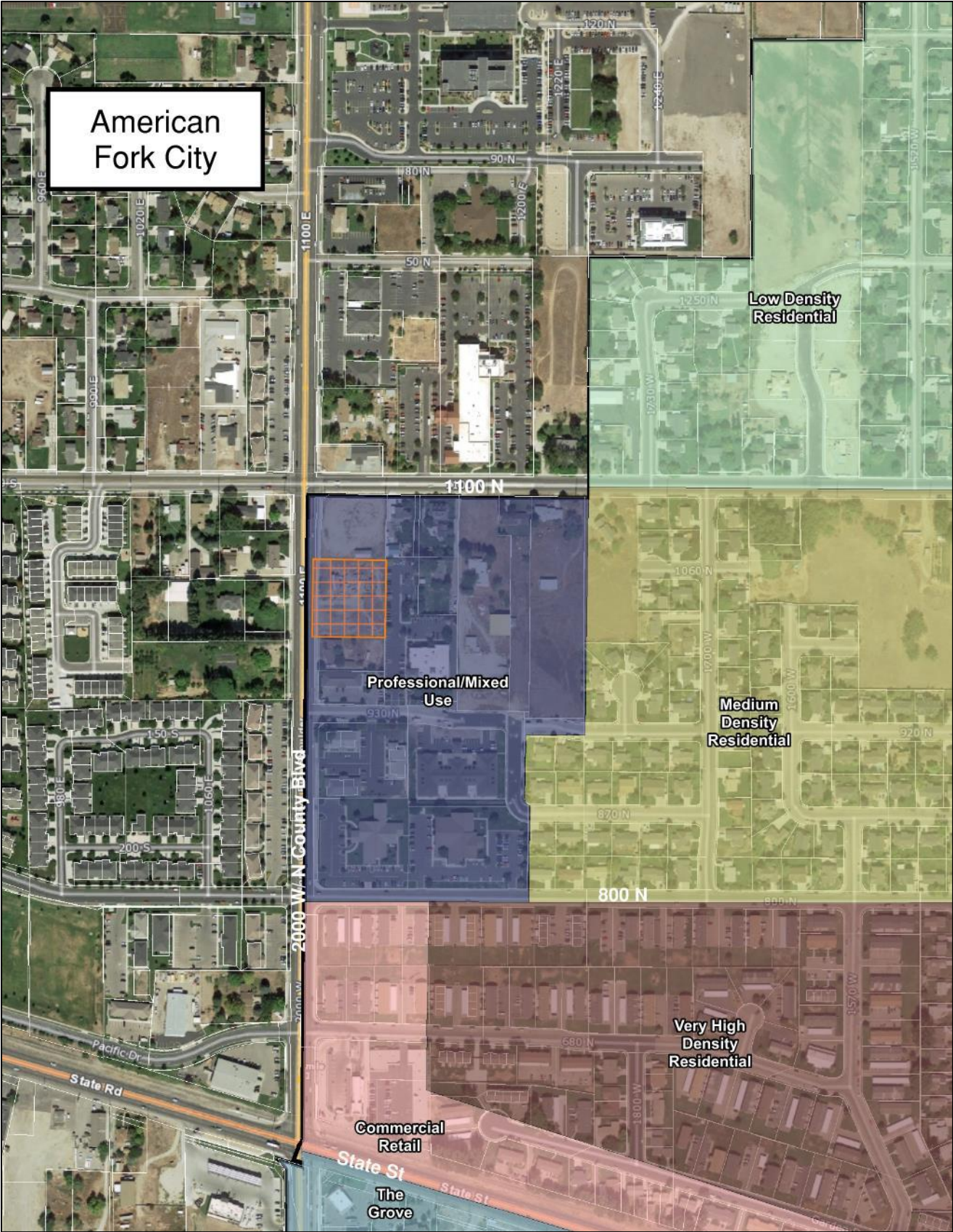
4 of 11

PROPERTY AERIAL MAP



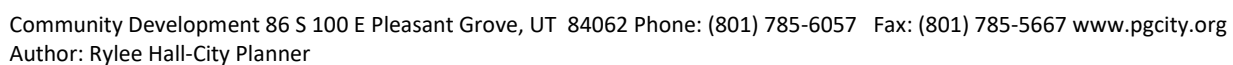
Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 www.pgcity.org
Author: Rylee Hall-City Planner

GENERAL PLAN DESIGNATION



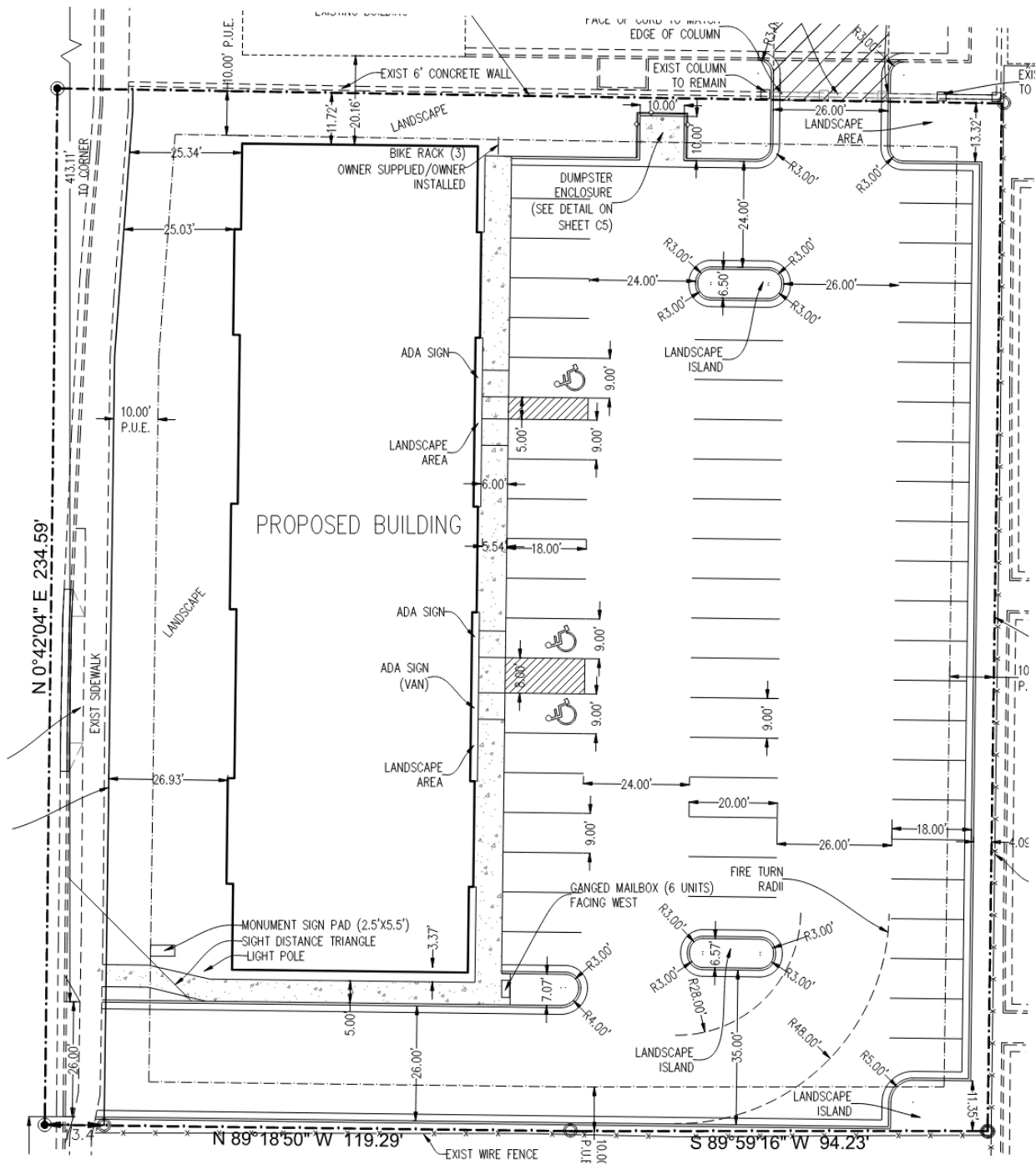
Community Development 86 S 100 E Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 www.pgcity.org
Author: Rylee Hall-City Planner

NORTH COUNTY BLVD.

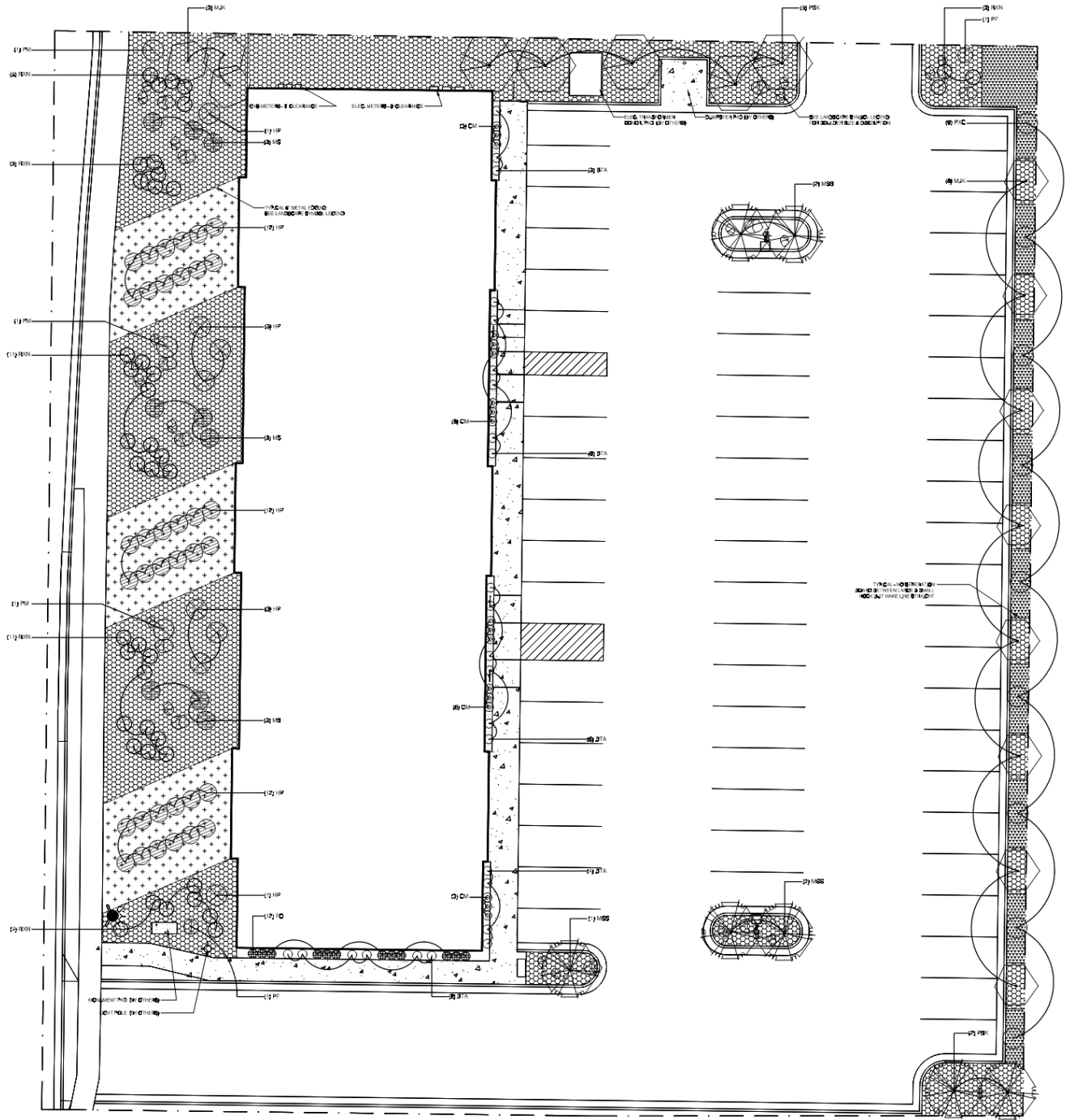


SITE PLAN

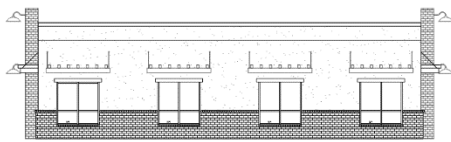
NORTH COUNTY BLVD. (2000 W.)



LANDSCAPE PLAN

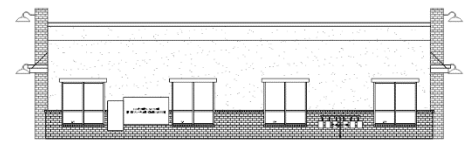


BUILDING ELEVATIONS – Black & White



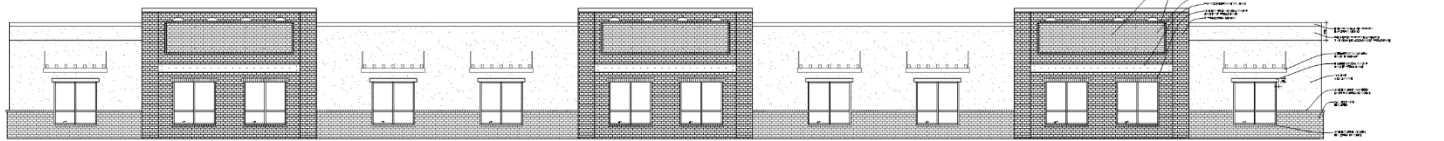
SOUTH SIDE ELEVATION PLAN
SCALE: 1/8" = 1'

4
A2.0



NORTH SIDE ELEVATION PLAN
SCALE: 1/8" = 1'

3
A2.0



WEST SIDE ELEVATION PLAN
SCALE: 1/8" = 1'

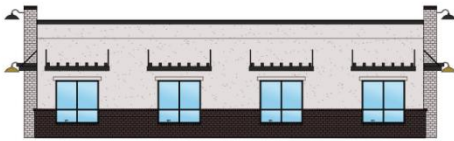
2
A2.0



EAST SIDE (ENTRY) ELEVATION PLAN
SCALE: 1/8" = 1'

1
A2.0

BUILDING ELEVATIONS - Color



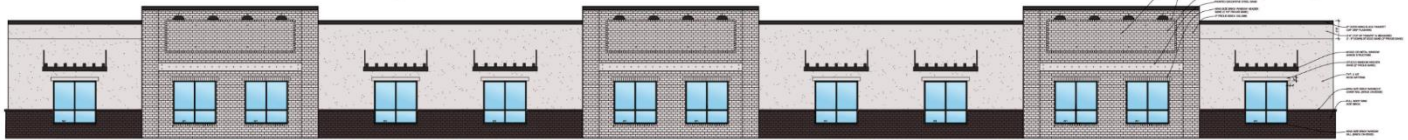
SOUTH SIDE ELEVATION PLAN
SCALE: 1/8" = 1'

4
A2.0



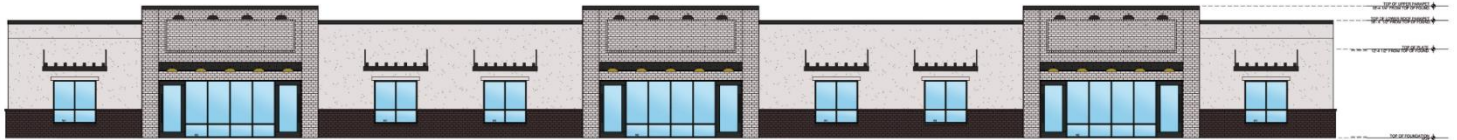
NORTH SIDE ELEVATION PLAN
SCALE: 1/8" = 1'

3
A2.0



WEST SIDE ELEVATION PLAN
SCALE: 1/8" = 1'

2
A2.0



EAST SIDE (ENTRY) ELEVATION PLAN
SCALE: 1/8" = 1'

1
A2.0

ORDINANCE NO. 2021-29

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF PLEASANT GROVE CITY, RE-ZONING APPROXIMATELY 1.54 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 1072 NORTH 2000 WEST FROM R1-8 (SINGLE FAMILY RESIDENTIAL) ZONE TO THE P-O (PROFESSIONAL OFFICE) ZONE, PENN OWEN WAS THE APPLICANT.

WHEREAS, the existing zone for the property located at approximately 1072 North 2000 West is the R1-8 (Single Family Residential) where the use is residential only and the minimum required square footage per lot is 8,000 sq. ft.; and

WHEREAS, the property owner has submitted an application to rezone the property located at approximately 1072 North 2000 West in order to change its use from residential to Commercial/Professional Office; and

WHEREAS, the General Plan designation of Professional/Mixed Use includes the proposed P-O (Professional Office) Zone as one of the generally applicable zones; and

WHEREAS, on August 5, 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 is 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 September 7, 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 re-zoning 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 re-zone approximately 1.54 acres located at approximately 1072 North 2000 West from the R1-8 (Single Family Residential) Zone to the P-O (Professional Office) Zone.

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

SECTION 1. The approximate 1.54 acres located at approximately 1072 North 2000 West from the R1-8 (Single Family Residential) Zone to the P-O (Professional Office) 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 phrases 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 7th day of September, 2021.

Guy L. Fugal, Mayor

ATTEST:

Kathy T. Kresser, MMC
City Recorder

(SEAL)

Motion: Council Member _____

Second: Council Member _____

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

CERTIFICATE OF POSTING ORDINANCE
Pleasant Grove City Corporation

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

Dated this _____ day of _____, 2021.

Kathy T. Kresser, MMC, City Recorder

Exhibit "A"



City Council Staff Report

September 7th, 2021

FINAL RESIDENTIAL SUBDIVISION PLAT

REQUEST	7-lot residential subdivision called Merrill Liston Estates Plat 'A'	
APPLICANT	Clay M. Liston	
ADDRESS	Approx. 900 W 1100 N	
ZONE	R1-7 (Single Family Residential) Zone	
GENERAL PLAN	Low Density Residential	
STAFF RECOMMENDATION	Approve the Preliminary Subdivision Plat	
ATTACHMENTS	Property Zoning Map	4
	Property Aerial Map	5
	Preliminary Plat	6
	Current Vicinity Plan	7

Background

This plat was originally approved by the Planning Commission on May 28th, 2020. Since it has been over year since this approval was given, the approval has expired, and the plat must be reheard by the Planning Commission prior to City Council approval and recordation.

The applicant is requesting approval of a 7-lot residential subdivision called, Merrill Liston Estates Plat 'A,' located at approximately 900 West 1100 North in the R1-7 (Single Family Residential) Zone. The General Plan designation is High Density Residential.

There are 3 existing structures on the subject property: a home and 2 accessory structures. The structures remain on proposed Lot 7 with the approval of the plat.

Street improvements for the proposed lots are not existing and will be required with future development.

Analysis

The proposed subdivision occupies a total area of 5.027 acres or 218,976.12 SF, and consists of 7 single, residential lots and: Lot 1, 2, 3, 4, 5, 6, and 7.

Lot #	Acres	Sq. Ft.
1	.2949	12,847
2	.3183	13,867
3	.3354	14,610
4	.3415	14,875
5	.3407	14,842
6	.2555	11,130
7	2.6031	113,393

All lots meet the minimum requirements for a residential lot in the R1-7 (Single Family Residential) Zone:

Lot Requirements	Feet
Area	7,000 SF
Frontage	35 FT
Width	70 FT

Frontage for this subdivision is provided by public roads: 1100 North (existing), 1000 North (proposed), and 900 West (proposed).

A Vicinity Plan currently exists for this area (see Page 7), however; since the proposed plat does not significantly alter the concept of the current Vicinity Plan, Staff has determined a new proposal is not required.

Recommendation from Planning Commission

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

1. **Public Hearing: Preliminary Subdivision Plat – Located at approx. 900 W 1100 N (Mud Hole Neighborhood) * *This item was heard as item 5****

Public Hearing to consider the request of Clay M. Liston for a 7-lot preliminary subdivision plat, called Merrill Liston Estates Plat 'A', on property located at approximately 900 West 1100 North in the R1-7 (Single Family Residential) Zone.

RECOMMEND APPROVAL

Motion: At the Public Hearing, Commissioner Butler moved the Planning Commission forward a recommendation of approval for the request of Clay M. Liston for a subdivision plat called Merrill Liston Estates Plat 'A,' on property located at approximately 900 West 1100 North, in the R1-7 (Single Family Residential) Zone; and adopting the exhibits, conditions, and findings of the staff report, and as modified by the conditions below:

1. Street improvements will be required upon further development of the property.
2. All Final Planning, Engineering, and Fire Department requirements are met.

Commissioner Coombs seconded the motion.

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

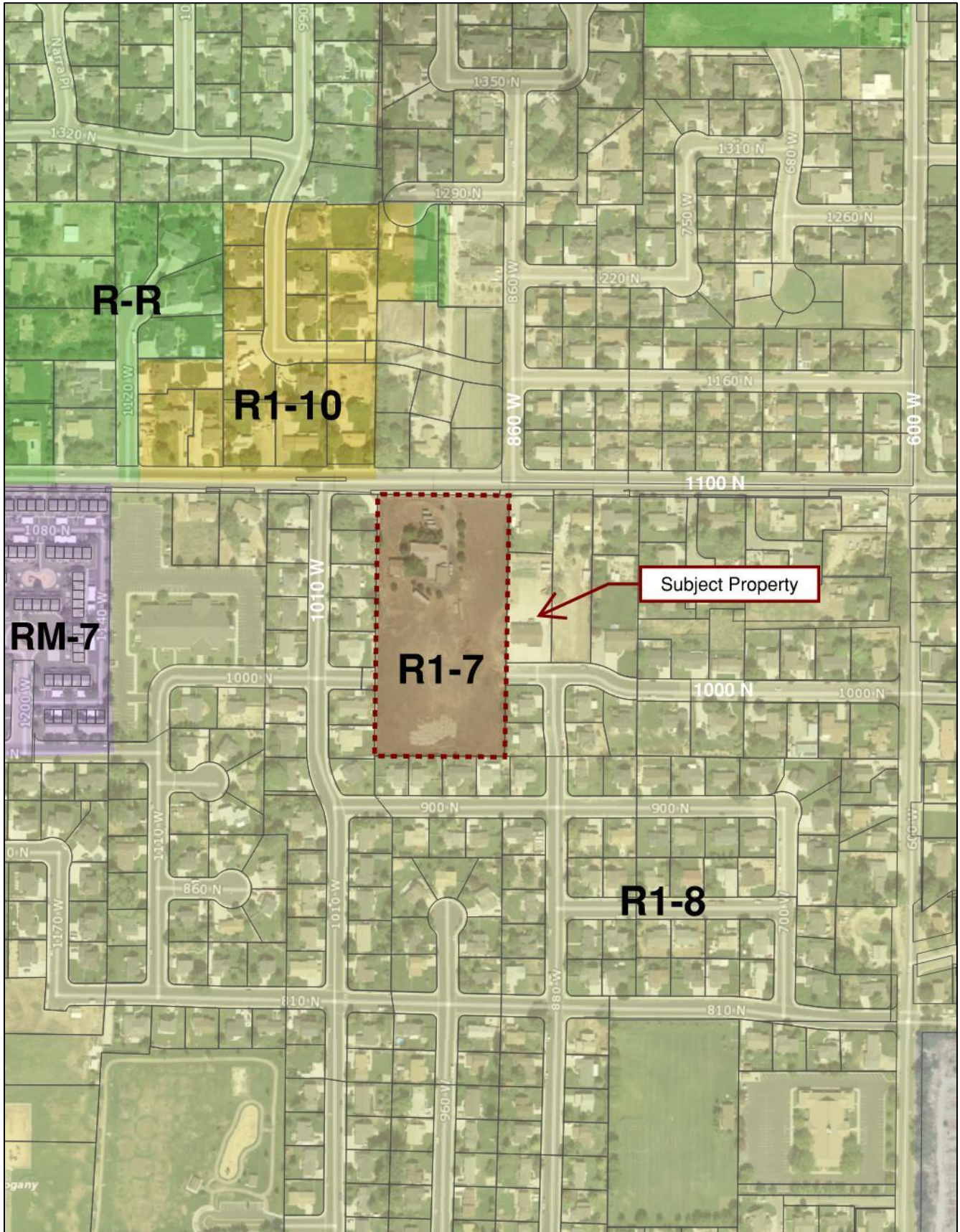
Motion by: Commissioner Butler

Seconded by: Commissioner Coombs

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

NAY VOTES:

PROPERTY ZONING MAP



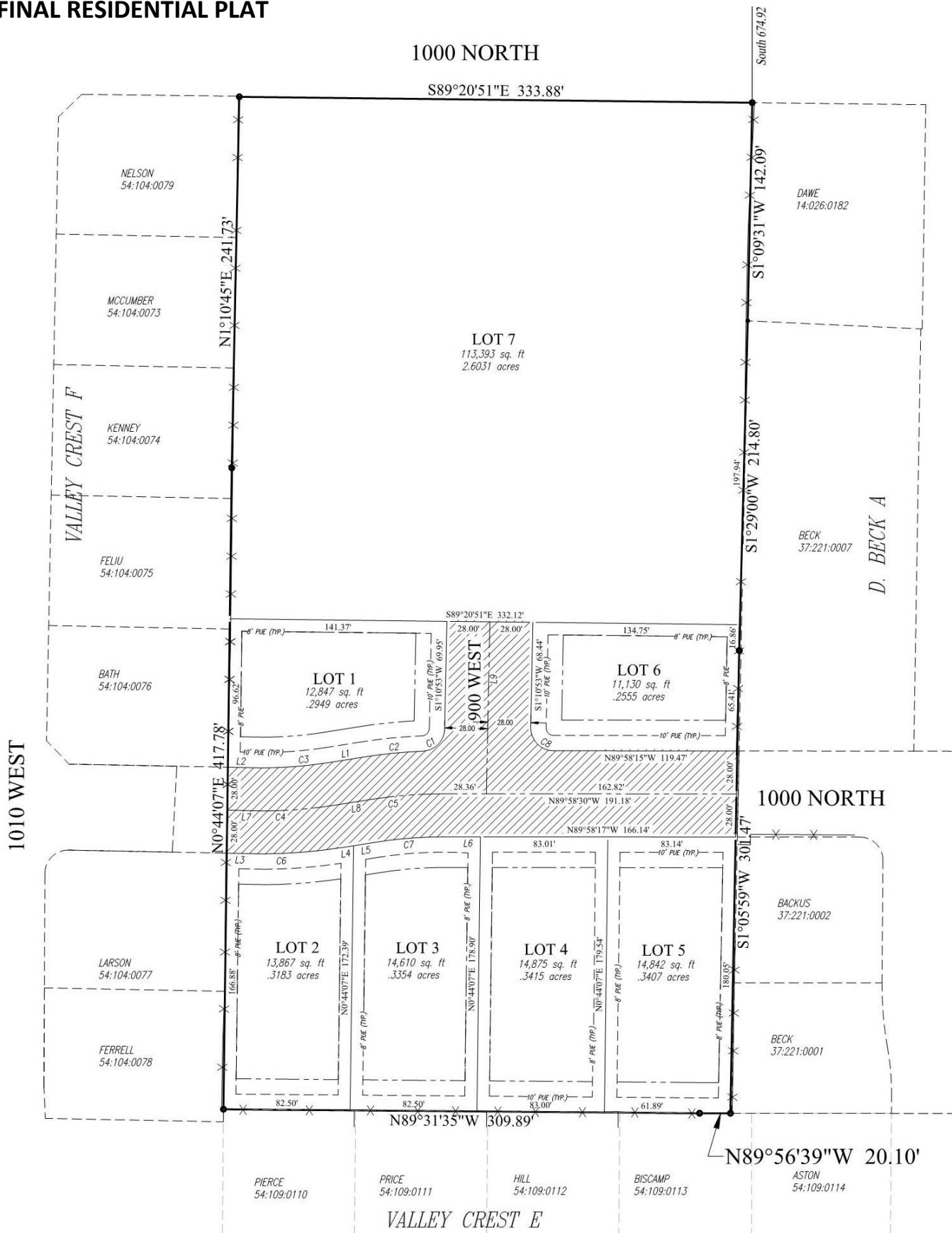
Community Development 86 South 100 East Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 www.pgcity.org
Authors: Daniel Cárdenas - Community Development Director and Rylee Hall - City Planner

PROPERTY AERIAL MAP



Community Development 86 South 100 East Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 www.pgcity.org
Authors: Daniel Cárdenas - Community Development Director and Rylee Hall - City Planner

FINAL RESIDENTIAL PLAT



Community Development 86 South 100 East Pleasant Grove, UT 84062 Phone: (801) 785-6057 Fax: (801) 785-5667 www.pgcity.org
Authors: Daniel Cárdenas - Community Development Director and Rylee Hall - City Planner

RESOLUTION NO. 2021 -043

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY, UTAH, CANCELLING THE NOVEMBER 2, 2021, MUNICIPAL GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pleasant Grove City ordinances provide that the City Elections shall be held in accordance with the laws of the State of Utah; and

WHEREAS, Utah Code Annotated § 20A-1-202 establishes the first Tuesday after the first Monday in November of each odd-numbered year for the purposes of conducting a municipal general election; and

WHEREAS, no proposition is to appear on the ballot in the election; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, each municipal candidate is unopposed; and

WHEREAS, Utah Code Annotated § 20A-1-206 specifically provides for a process whereby the City may cancel a municipal general election when the series of events identified above have occurred and upon compliance with applicable law.

NOW, THEREFORE, BE IT RESOLVED THAT: the City Council of Pleasant Grove, Utah cancels the November 2, 2021, municipal general election and declares each unopposed candidate elected to the office upon compliance with applicable law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 7th day of September, 2021.

Mayor Guy L. Fugal

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

RESOLUTION NO. 2021-044

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH UTAH COUNTY REGARDING THE COMMUNITIES THAT CARE COALITION, PROVIDING FUNDING FOR PROGRAMS TO REDUCE SUBSTANCE ABUSE IN THE COMMUNITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Utah County is a political and corporate body of the State of Utah; and

WHEREAS, Pleasant Grove City is a municipal corporation organized under the laws of the State of Utah; and

WHEREAS, Pleasant Grove City has organized the “Communities That Care” (CTC) coalition; and

WHEREAS, Utah County has grant funds available to support that program; and

WHEREAS, the CTC has a plan to reduce substance abuse in the community by implementing certain programs, purchasing certain equipment, and conducting marketing campaigns; and

WHEREAS, Utah County has awarded a grant to the CTC for \$100,000.00 to fund those service; and

WHEREAS, Utah County requires a Grant Agreement to receive the funds; and

WHEREAS, the Pleasant Grove City Council finds that accepting the grant and supporting the CTC in its efforts is in the best interests of the health, safety and welfare of the community.

NOW THEREFORE, BE IT RESOLVED as follows:

SECTION 1.

The Mayor is authorized to sign a GRANT AGREEMENT with Utah County for the Communities That Care (CTC) program. Said 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, 7th day of September, 2021

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

AGREEMENT No. 2021 - 785**AGREEMENT**

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: Pleasant Grove City Contact Person: Tamara Oborn

Address: 70 S 100 E Phone #: 801-856-2884

City: Pleasant Grove State: UT Zipcode: 84062 Email: toborn@pgcity.org

Legal Status of Contractor: ☐ Sole Proprietor ☐ Non-Profit Corporation ☐ Limited Liability Company (LLC)
☐ Partnership ☐ For-Profit Corporation
☒ Government Department: _____

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

The CONTRACTOR will reduce substance abuse in the community by continuing to implement the Guiding Good Choices Program for families, the Positive Action Program in schools, complete installation of Vape sensors in schools, and implement an anti-drug marketing campaign, as further described in Attachment C.

2. CONTRACT COSTS

Contractor will be:

- ☒ paid a maximum of \$ 100,000.00 for costs authorized by this agreement;
☐ compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: ☐ _____, or ☒ the date of execution of this agreement.
 This agreement shall terminate on June 30, 2022, or unless terminated earlier, or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

- ☒ A: Utah County Standard Terms and Conditions ☐ F: _____
☒ B: CONTRACTOR's Proposal ☐ G: _____
☒ C: Special Provisions ☐ H: _____
☐ D: Utah County Procurement Compliance
☐ E: General Liability and Workers Compensation Certificate

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on 18th of August, 2021.

ATTEST:

JOSH DANIELS
 Utah County Clerk/Auditor

By: Alice Black
 Deputy Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,
 UTAH COUNTY, UTAH

By: William C. Lee
 WILLIAM C. LEE, Commission Chairman

APPROVED AS TO FORM AND LEGALITY:
 DAVID O. LEAVITT

Utah County Attorney
 By: [Signature]
 Deputy Utah County Attorney

CONTRACTOR

By: _____
 Its: _____

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The "Agreement" consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) "Contractor" means the individual or entity delivering the Products and Services identified in the Agreement. The term "Contractor" shall include the individual's or entities' agents, officers, employees, and partners.

(C) The "County" means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page.

(E) "Services" means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page.

(F) "Subcontractors" mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor's proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. PAYMENT. Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information; advertising materials, including any content or work product; images;

newsletters; and intellectual property created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the three million-dollar coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

7. LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

8. EMPLOYMENT STATUS VERIFICATION. Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

9. INDEPENDENT CONTRACTOR. Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

11. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY. Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County

for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under the Agreement. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement.
16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law.
17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for

approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
22. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.
24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.
25. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between

the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

26. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
27. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
28. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
29. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
30. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
31. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised March 30, 2020

E-Cigarette, Marijuana, & Other Drug Prevention Grant Application



UTAH ASSOCIATION of
LOCAL HEALTH DEPARTMENTS

Applicant Information			
Timeline	The enclosed application is for Fiscal Year 2022 (July 1, 2021 - June 30, 2022). Applications will be accepted up to June 30th by 11:59 PM Mountain Standard Time . Grant applicants will be notified if funding is approved by July 15 th , 2021.		
Organization Name	PG Cares – a Communities that Care Coalition		
Organization Address	70 S 100 E	Pleasant Grove	84062
	Address	City	Zip
Contact Information	toborn@pgcity.org		801-856-2884
	Email Address		Phone
	Tamara Oborn		Prevention Coordinator
	Organizational Representative		Title
Organizational Type	☒ Coalition: a coalition of community organizations focused on substance abuse and prevention ☒ Local Government Agency: a local government agency, including a law enforcement agency, for a program that is focused on substance abuse and prevention ☐ Education: a local education agency as defined in Section 53J-1-301		
Organizational Description	PG Cares is a local Communities that Care (CTC) Coalition in Pleasant Grove City. We use the social development strategy and prevention science to guide our process. We have been building our coalition and trust in the community since March of 2020. The PG Cares mission is to create a safe and connected community that fosters the well-being of individuals, families, and neighbors through education, outreach, and evidence-based initiatives. We focus on the risk factors of addiction, abuse, and suicide by collecting Pleasant Grove data and implementing our outcome-focused plans specific to our community needs.		

	PG Cares is made of community members in Pleasant Grove, which is the area that will be served by this grant. We will also be working with the Pleasant Grove Police Department (PGPD) and Alpine School District to implement some of the initiatives in the grant application.
Proposal Summary	This comprehensive, evidenced-based prevention plan will utilize strategic planning and focus on data driven outcomes based on the CTC Social Development Strategy and the Community Anti-Drug Coalitions of America (CADCA) Strategies for Success. Our priority is to address the underlying risk factors that lead to underage substance abuse. We intend to target each of the 4 risk and protective factor domains: Community, Family, School, and Individual.
Amount Requested No more than \$100,000	\$100,000

(Cover Page)

Introduction

Thank you for considering the Electronic Cigarette, Marijuana, and Other Drug Prevention Grant Program. The purpose of this grant program is to “address root causes and factors associated with the use of electronic cigarettes, marijuana, and other drugs by addressing one or more risk or protective factors identified in the Utah Student Health and Risk Prevention Statewide (SHARP) Survey” (Utah Code § [26A-1-129](#)).

INFORMATION TO INCLUDE IN GRANT PROPOSAL

Applicants are expected to complete all information requested in this application. Failure to leave out any of these components may result in rejection of the application. Please use this document as a template to complete each section.

1. Application Cover Page
2. Community Description
3. Statement of the Problem
4. Selected Intervention
5. Action Plan and Evaluation Plan
6. Budget Form

Section 1: Application Cover Page

The above form from the Utah Association of Local Health Departments serves as the cover sheet to the grant proposal. Please complete the form in its entirety.

Section 2: Community Description

The community that we serve is Pleasant Grove, Utah, zip code 84062. The population of Pleasant Grove is approximately 38,500 with 11,000 households within the city limits. Pleasant Grove is part of the Alpine School District but has its own unique population and needs. We have five public elementary schools, one junior high, and one high school. We have three charter schools that serve a variety of grades from k-12. We have a well-represented coalition and group of collaborators. We work with a variety of groups and businesses with interest in the future of youth in Pleasant Grove. These include Alpine School District, IHC, Utah National Guard, local counseling and detox centers, American Foundation for Suicide Prevention, Defend Innocence, Pleasant Grove City Leadership, parents, and other invested local businesses.

Section 3: Statement of the Problem

Based on the 2019 SHARP survey data, we have concerns about underage substance use in our community.

The most concerning statistics surround prescription and inhalant use include:

- Prescription Stimulant Abuse (10th grade) 3.8 % city vs 3.2% state
- Prescription Sedative Abuse (10th grade) 4.1% city vs. 3.2% state
- Inhalant Use (10th grade) 6.0% city vs 4.5% state

Perception of risk of using prescription drugs that are, "*not prescribed to you*", is lower than state average in two grades: 6th grade 84% Pleasant Grove vs 84.9% state and 10th grade 87% Pleasant Grove vs 89.5% state.

While the data for vaping is not yet close to state averages, PGPD reports an increasing number of vaping issues for minors, starting in junior high. 85% of kids trying tobacco products for the first time are using vape products. PGPD is concerned about these minors understanding the risks of underage drug use. With the amount of youth willing to try inhalants, the belief is that they will trend toward vaping and other drugs more easily if we do not address this rising problem. Of those students who have tried tobacco products, (first time, past 30 days, and lifetime use) the highest usage is vape products, e-cigarettes, or mods. For first time use the SHARP survey shows 85.1% city vs 71.9% state. For risk factors, Pleasant Grove averages are well below state/national averages in nearly all instances. Therefore, if a Pleasant Grove score is near the state/national average, it stands out.

Risk Factors we are concerned about and would like to address are listed by domain. In the Family Domain there are two areas of concern:

- Family Conflict (10th grade) 31.0% city vs. 30.1% state. Family Conflict inhibits the necessary bonding and recognition that can help lead youth to healthy behaviors (SDS).
- Parental Attitudes Favorable Toward Antisocial Behavior 28.7% Pleasant Grove vs 34.2% state. In 2015, Pleasant Grove was at 18.6% for all grades, so this is a poor trend with +10.1% change. When children are raised in a family with a tolerance and history of problem behaviors (e.g., violence or drug use), the children are more likely to engage in these behaviors.

In the Individual/Peer Domain we also have two main concerns, which include:

- Moderate Depressive symptoms from grades 8-12 are higher than state average. In 8th grade - 64.5% Pleasant Grove vs. 59.6% state. 10th grade 65.4% Pleasant Grove vs. 65% state. 12th grade 76.7% Pleasant Grove vs 66.7% state. Young people who are depressed are overrepresented in the criminal justice system and are more likely to use drugs. Survey research and other studies have shown a link between depression and other youth problem behaviors. Also concerning is the level of purposeful self-harm behaviors in 10th grade at 17.9% Pleasant Grove vs 17.6% state. Any attempts at suicide are a tragedy but our 8th grade suicide attempt levels are nearing state average as well 15.2% Pleasant Grove vs. 16.5% state.
- SHARP survey shows a low commitment to school 45.7% for all grades - same as state average. Surveys of high school seniors have shown that the use of drugs is significantly lower among students who expect to attend college than among those who do not. Factors such as liking school,

spending time on homework, and perceiving the coursework as relevant are also negatively related to drug use.

For protective factors to increase we are focusing on pro-social involvement. On average, the protective factors for Pleasant Grove are 16.9% higher than the Nation. For pro-social involvement it is only 3.3% higher. Youth younger than thirteen indicated as having low pro-social involvement are much more likely to report using vapes, marijuana, and alcohol.

Section 4: Selected Intervention(s)

We intend to take a 3-tiered approach to target all four domains of risk factors. Our hope is that a combination of these efforts will lead to a decrease in risk and increase in protection for our community.

I. Target Family domain:

We have chosen to implement the Guiding Good Choices program for families and parent education. Blueprints certifies Guiding Good Choices as a promising program:

<https://www.blueprintsprograms.org/guiding-good-choices-Guiding Good Choices/>

Effectiveness in Communities

Blueprints offers national data to validate the effectiveness of the Guiding Good Choices program within communities. These include:

- Youth in the Guiding Good Choices group who had not initiated substance use at the time of the one-year follow-up were more likely to remain in the no-use group through the two-year follow-up than control group adolescents.
- Youth in the Guiding Good Choices group who had initiated substance use at the one-year follow-up were more likely to have remained in their one-year follow-up substance use status through the two-year follow-up than control group youth.
- Although substance use rates increased among all groups over the course of the study, transitions to substance use at the two-year follow-up were significantly lower among intervention group adolescents.
- At the 3.5-year follow-up, the Guiding Good Choices group showed significantly lower alcohol initiation scores than the control group.
- At the 3.5-year follow-up, new user proportions were lower (marginally significant) among Guiding Good Choices adolescents than among controls for lifetime drunkenness and lifetime use of marijuana.
- At the 3.5-year follow-up, among those adolescents who had used alcohol and tobacco during the past month and marijuana during the past year, Guiding Good Choices adolescents had a lower frequency of past month drinking than the control group.
- At the 3.5-year follow-up, Guiding Good Choices adolescents demonstrated a reduction in the growth of adolescent alcohol use from ages 12 - 15 1/2.
- Across five waves of data, Guiding Good Choices was significantly associated with a slower rate of increase in poly-substance use (alcohol, tobacco, and marijuana) and general delinquency (e.g., theft, vandalism, violence) over time, compared with controls.

Guiding Good Choices specifically addresses how to better manage family conflict, reduce the risk of substance use, and improve family bonding, which directly corresponds to the risk factors we have chosen to focus on. We have completed the training and two Guiding Good Choices workshops in 2021. We had twenty adults attend between the two sessions. Feedback has been very positive and a great benefit to the families who have participated. Evaluations show increased awareness of how to manage

conflict and improve family bonds. We intend to continue this program in Pleasant Grove. We already have two families signed up for each of our fall sessions.

Fall Session 1: September 13th – October 11th

Fall Session 2: October 18th – November 15th

Winter Session: Jan – mid Feb

Spring Session: March - April

Summer Session: June - July

We hope to provide the class to a minimum of fifty adults through this grant cycle (at least ten adults per session). We have partnered with our Pleasant Grove library, Pleasant Grove Recreation Center, and Pleasant Grove/Lindon Chamber of commerce to market these classes to the community. Using our media outreach budget, we will use physical flyers in our grocery stores and other community gathering places and social media sponsored posts to be sure we have the families for our classes. We will also send home flyers through the schools in Pleasant Grove and work with school counselors for referrals for families.

CADCA strategies: This program utilizes four of the CADCA strategies. Guiding Good Choices provides information, enhances skills, and provides support for these families. By providing childcare, we also enhance access/reduce barriers for families to attend this class.

II. Target individual/school domain by working within the schools in Pleasant Grove:

We are working to finish the installation of vape sensors in Pleasant Grove Jr. High and Pleasant Grove High School. Once this project is completed, we can address substance-use in students already struggling. Families can be notified as we work to reduce risk factors and increase protective factors around these youth. We intend to use some of the free online resources already available, such as The Truth Initiative education modules and the After School Program: Intervention and Resiliency Education (ASPIRE) program, available to the school district. We will also implement an in-person educational program.

The WHY TRY program is a research-based program that can be utilized in secondary schools in various ways. <https://whytry.org/research/> It directly correlates to anti-social behavior and can be used for struggling students caught vaping or exhibiting other aggressive/anti-social behaviors. It can also be used as a universal program to address the risk factors of depression/anxiety and increase pro-social involvement. Alpine School District has approved this program and Spanish Fork has begun to implement this program in their prevention efforts with positive feedback. We would like to train at least 3 facilitators per school – Pleasant Grove High School and Pleasant Grove JR. this year who can implement the program.

Effectiveness in Communities

WHY TRY has reported reduced failing grades by 47%, a 13% decrease in referrals and an increased GPA of 11%. Participants of WHY TRY statistically have reduced disciplinary referrals and expulsions, as well as a decrease in fighting/bullying/aggressive behavior, and improved graduation rates.

CADCA strategy: The combination of vape detectors and evidence-based programs utilizes 6 of the CADCA strategies. The vape detectors change the physical design at the schools, reducing risk of kids vaping at school and enhancing protection and educational opportunities for those that are caught vaping. Changing the consequences and increasing the risk of students getting caught vaping decreases the likelihood it will happen as often on campus. The programs then utilized will provide information, enhance skills, and provide support for these students and their families. We will also be modifying policies within the school organization to provide better education and support to the students who are

facing disciplinary action when caught with illegal substances on campus. The PGPD also supports modifying policies for youth and families in the community who are 1st time offenders to provide them with educational opportunities.

As we are seeing vaping and other substance-use issues earlier than secondary schools, we intend to include a program for our elementary level students. The Positive Action Program as an after-school program for the late childhood population in Pleasant Grove. Blueprints certifies Positive Action Program as a model program: <https://www.blueprintsprograms.org/programs/182999999/positive-action/> Evidence-based outcomes of the Positive Action program include an increase in pro-social behaviors and commitment to school, as well as a decrease in anti-social behaviors and depression/anxiety. These correspond directly to our targeted risk and protective factors from the SHARP survey. We especially love how this program is proven to increase the protective factors of opportunities and rewards for pro-social involvement, the lowest ranking protective factor from the Pleasant Grove SHARP survey data.

We piloted this program at two schools in the Spring of 2021. The evaluations showed that the kids increased their ability to express and manage feelings and increased Social Emotional Learning (SEL) vocabulary. Parent and teacher volunteers loved the program and both schools are implementing the program in the classroom this coming school year.

Grovecrest 2nd grade team is using the Positive Action program to supplement their SEL curriculum – approximately twenty-five kids in each class (four classes) for a total of one hundred kids. Grovecrest will also continue the after-school Positive Action club for 5th – 6th graders. Twenty-five kids in a fall/spring session of the club.

Valley View 5th grade team is using the Positive Action program to supplement their SEL curriculum – approx twenty kids per class (two classes) for a total of forty kids.

We would like to expand the program into three more schools in the Fall of 2021 with approx. twenty-five to fifty kids per school piloting the program.

The goal for total kids impacted for FY 2022 will be three-hundred students in Pleasant Grove.

CADCA STRATEGY: Like the other programs, Positive Action provides information, enhances skills, and provides support for these elementary age students.

III. Target Community domain:

Our intended audience is parents in the community. Research shows that parental disapproval is the number one reason kids choose not to use substances. With a low perception of risk, and overall lack of awareness of the marketing strategies and technology of the vaping industry, we need to increase communication about the dangers of vaping between parents and children. We will continue to use the Centers of Disease Control and Prevention (CDC) best media practices guidelines in our marketing campaign. Best Practices User Guides: Health Communications in Tobacco Prevention and Control (cdc.gov) We intend to use a mix of strategies for a community level campaign based on the research “Using multiple strategies increases the likelihood that messages reach the intended audience, increases the number of times people see or hear messages, and can enhance message credibility” (page 22). Our FY2022 campaign will use digital, news outlets, outdoor, print channels for the greatest reach.

We will continue to build on our previous efforts of vape prevention and educational signage in the community. Previously we were able to utilize print channels and news outlet, with some digital content. In six months, the campaign has already generated much interest and discussion in the community about the dangers of underage vaping.

https://www.heraldextra.com/news/local/north/pleasant-grove/lights-on-the-mountain-encourage-vaping-discussions/article_90b8cdc4-9099-5a05-bc38-b9d5773f86c2.html

Our main messaging document includes the following information:

+ PG CARES IS PARTNERING WITH SEE THROUGH THE VAPE

PG Cares is here to increase awareness, remove the stigma, and facilitate education and resources surrounding the tough issues we face in our families and as a community. See Through the Vape is here to empower and educate Utahns so they can make informed decisions about vaping. Learn more by visiting SeeThroughTheVape.org or WayToQuit.org.

Since 2011, vaping among Utah youth has increased by 553%. Pleasant Grove parents need support, education, and resources to talk to their kids and help keep them safe. We will focus on the following data and messaging in the community:

VAPING ISN'T SAFE FOR YOUTH

- The CDC has declared youth vaping an epidemic and said vaping is not safe for youth.
- Despite their packaging, 99% of e-cigarettes contain nicotine. Nicotine is the same addictive drug that is found in cigarettes.
- Studies have shown nicotine rewires teen brains for addiction, increasing their risk for future addition to other drugs.
- It's not harmless water vapor. All the following toxic chemicals and metals have been found in e-cigarettes: propylene glycol, also found in antifreeze and paint solvent; cancer-causing chemicals like acetaldehyde and formaldehyde; acrolein, an herbicide known to cause irreversible lung damage; diacetyl, a chemical linked to popcorn lung; heavy metals nickel, tin and lead; and ultra-fine particles that are inhaled deep into the lungs. +

VAPING IS A PROBLEM IN OUR COMMUNITY

- 10% of Pleasant Grove 10th graders have tried vaping. One in five high school students have used a vape device.
- 85% of Pleasant Grove youth trying tobacco for the first time are vaping.
- The number one place kids are vaping is in their car with a borrowed vape from a friend. PGPD has reported a large increase in underage vaping in the last year.
- Over 65% of our high school students are struggling with depressive symptoms leaving them more vulnerable to substance use and addiction.

Community level prevention work will be done through a continued educational campaign surrounding the dangers of e-cigarette/vaping use and dangers of prescription drugs. We have partnered with R&R Marketing and the www.seethroughthevape.org campaign to bring greater awareness to the families in our community.

- Text bubble set #1: 10% of Pleasant Grove 10th graders have tried vaping. Find support and talk to your kids about the dangers of vaping today. SeeThroughTheVape.org
- Text bubble set #2: Nicotine in e-cigarettes can harm brain development and lead to addiction in young adults. Don't get hooked. Find support and help end teen addiction today. SeeThroughTheVape.org

Along with the signs around the community, we helped to create a conversation guide for families. <https://seethroughthevape.org/help-your-teen-quit/>. Our goal this round of the marketing campaign is to get the conversation guide into the homes in our community. We will print off the conversation guide and have the goal to get it into two-thousand homes in Pleasant Grove. The social media campaign will

use pieces of the state approved guide to get the information to parents. We will include more videos as they are a more effective marketing technique on social media platforms as well as expand the reach of our signage to one billboard and five magazine ads in the community papers (Chamber of Commerce magazine, Strawberry Days Magazine, Under the G Magazine – multiple issues, Miss Strawberry Days Pageant Magazine)

R&R Marketing holds to all best practice prevention protocols in all their work. The following statement was provided by R&R Marketing:

- R&R Partners and the Utah Tobacco Prevention & Control Program work closely with RTI, a third-party evaluator, to examine the efficacy of our efforts and to qualify for MSA funding. RTI is a well-experienced evaluation partner, and they work with many other state tobacco programs.
- This evaluation includes examining our creative and media efforts.
- Prior to producing any commercials or campaigns, RTI conducts an evaluation measuring the ad's perceived effectiveness, emotional impact, and other key factors for behavior change against top-performing ads. Only the best-performing ads are ultimately produced and run-in the market.
- RTI also evaluates our annual media plans against guidelines from the CDC on effective tobacco cessation and prevention programs. We provide monthly reports detailing the performance, optimizations, and recommendations for media, social, and meet annually to review and plan the year ahead.
- Additionally, our media team measures ad performance against industry benchmarks and makes adjustments throughout the life of the campaign to shift more effort toward top-performing channels and creative. Our campaigns consistently perform above industry benchmarks.
- We rely on sources exclusively from health departments, the CDC, FDA, and state and national anti-tobacco programs for our campaigns. All statements are reviewed and approved prior to sharing with the public.

With the anti-drug marketing campaign, we will address the issues of drug-use in our youth population and counter the effects of youth targeting marketing of the latest e-cigarette and vaping industries. With opioid use, most education and marketing information is geared toward adults. We need professional help combating the youth targeted vaping and drug advertising industry and increasing perception of risk. To affect change and policy, we need to show proof of an issue in the community. These vaping sensors will give our community realistic data on how widespread the problem currently is, allowing PG Cares to better affect policy making. As PGPD collects statistics from the vape sensors, PG Cares can use that information to present at the planning commission and city council meetings to make sure our city policies limit youth access and drug facility proximity to family centered areas. This information can also be helpful in driving policy about required signage and messaging before selling these products. This will increase awareness in the community and decrease the risk factor of favorable attitudes toward drug use.

We are building a website with R&R Marketing that will present prevention information and direct families toward evidence-based resources to use within their households. The purpose of the website is to increase education and drive the community to attend our evidence-based classes. We expect to see an increase of 10% attendance in our programs and at PG Cares events/booths, generated from the website. Our goal is to increase trust with the community, through a professionally developed website, and improve relationships allowing us to better reach and effectiveness in the community.

PG Cares intends to use community events (DEA Drug Take Back Day, concerts in the park, local markets, Strawberry Days, etc.) to disseminate essential prevention information. We will build a PG Cares community award to recognize individuals and businesses who support and champion our prevention efforts. Creating a program to certify individuals with prevention-based education, both youth and adults, will aid in recognition and recruiting incentives. We have partnered with the Pleasant Grove/Lindon Chamber of Commerce to build relationships with local businesses to further our recognition goals.

CADCA strategies: The main strategy at the community level is to provide information. With the help of marketing professionals and a website, we will increase access to the programs and partnerships that provide support and strengthen the skills of our community members. We believe this changes the strategy and physical design of the community. Technology is an integral part of how we function and communicate. A website, incorporated with physical signage in the community, is an influential strategy for community information dissemination. By recognizing individuals and businesses who support and champion our prevention efforts, we will be bolstering prevention efforts in the community.

Section 5: Action Plan & Evaluation

Applicants need to develop and be prepared to implement a comprehensive 12-Month Action Plan. The Action Plan should foster community-level change by including a combination of goals, objectives, strategies, and activities. Provide a detailed 12-Month Action Plan using the table on the following page. Be sure to include the following in your plan:

1. List the Risk and/or Protective Factor(s) that will be addressed in your intervention.
2. Create one or more goals to indicate how your intervention will impact the identified risk and/or protective factor(s).
3. List activities (task or steps) that need to be carried out in order to reach your goal(s).
4. Your action plan should directly correlate with one or more of the Seven Strategies for Community-Level Change from Community Anti-Drug Coalitions of America (CADCA). Identify which of these strategies (listed below) align with each activity listed. For more information on these strategies, see Appendix C.
 - a. Disseminate information/education
 - b. Enhance individual life skills
 - c. Provide activities that reduce risk factors or enhance protective factors
 - d. Enhance community/participant access or reducing barriers to programs and strategies
 - e. Changing consequences by addressing incentives or disincentives
 - f. Implement environmental strategies to reduce risk factors and increase protective factors
 - g. Support modification to policies or the implementation of new policies
5. List who is responsible for each activity, and by when the activity is expected to be accomplished.
6. Create SMART objectives (Specific, Measurable, Attainable, Realistic, Time-bound) to describe the expected outcome of the activity; See Appendix D for assistance.
7. Provide an evaluation plan that will help you measure your objectives.

FY22 ACTION PLAN					
Risk & Protective Factors Addressed	Risk Factors: Family Conflict Parental Attitudes toward Anti-social Behavior Individual Attitudes Favorable to anti-social behavior depressive symptoms low commitment to school Protective Factor: pro-social involvement				
Goal(s)	Prevent youth substance abuse				
Activity	Strategy(ies) for Community-Level Change	Who is responsible?	By When?	What outcome will result from your activity?	
Guiding Good Choices Program	Provide information, enhance skills, provide support, enhance access	PG Cares Coordinator & trained coalition facilitators	Summer 2022	Process Objective Family Domain: At least fifty adults in Pleasant Grove will attend a Guiding Good Choices parenting workshop in FY22 -two fall sessions, one winter, one spring, one summer. (Minimum four families, maximum ten families per session – at least fifty adults.) PG Cares will renew our six Guiding Good Choices facilitator licenses in April of 2023	

Vape Censors & Why Try Program (secondary) & Positive Action Program (elementary)	Change physical landscape, change consequences, modify policy, provide information, provide support, enhance access	Alpine School District, PG High & PG Pr. High & elementary admins & SRO PG Cares	Spring 2022	Individual/school: Vape Censors & SEL programs: Alpine School District will finish installation of vape censors & provide training by Sept of 2022 PG Cares will coordinate a facilitator training for at three facilitator per secondary school in Pleasant Grove and establish program plan with school administration by January 2023. PG Cares will renew Positive Action licenses and expand program into three more schools during the Fall/Spring 2021-2022 school year. Approximately three-hundred students will attend the Positive Action Program to fidelity (One-hundred students at Grovecrest, fifty students at Valley View Elementary, seventy-five to one-hundred students in clubs at 3 new elementary schools. New school pilot programs will be established by January 2023 to ensure one semester of the program in FY2022. Community: PG Cares and R&R marketing will create a community poll to measure the effectiveness of the marketing campaign to be used by October 2022. PG Cares will distribute the vape prevention conversation guide to two-thousand families in Pleasant Grove and expand messaging to more print channels – billboard (one) and magazine ads (five) by June 2023. PG Cares and R&R Marketing will launch website by October of 2022. The goal is a 10% increase in attendance to the programs and classes we offer within six months of website launch. PG Cares will focus on greater inclusion of business and school participation and give Community Prevention awards at the February 2023 Pleasant Grove/Lindon Chamber of Commerce event.
Community underage vape prevention campaign & website.	Physical design, change consequences (incentives), provide information, enhance access	PG Cares, R&R Marketing	Spring 2023	Percentage of 10th graders using a vape device will decrease by 1% in the SHARPS survey of 2022 compared to 2020 results. Parental Attitudes toward anti-social behavior will decrease by 1% from 2019 to 2022 as reported in the SHARPS survey
				Short-term Objective

				Reduce Family conflict by 1% from 2019 to 2022 as reported in the SHARPS survey
			Long-term Objective	Low commitment to school will decrease by 2% from 2019 to 2025 Reduce Family conflict by 5% from 2019 to 2027 Parental Attitudes toward anti-social behavior will decrease by 3% from 2019 to 2027 Moderate Depressive Symptoms will decrease by 5% by 2027 Prosocial involvement increases by 2% by 2027 Lifetime prescription drug (stimulant and sedative) AND vaping use will reduce by 3% by 2027.
Evaluation Plan: How will you measure progress of your intervention?	Family: GGC has a built-in evaluation tool, and we plan to follow up with families every 6 months. SHARPS risk factors to track – parent/individual attitudes toward anti-social behaviors, family management & family conflict statistics. School/Individual: Track vape sensor use and student education path. Why Try and Positive Action have evaluation tools built in. SHARPS risk factors to track – Low commitment to school, depressive symptoms, pro-social involvement Community: Track hits on website and how it is used to sign up for classes and events and other resources. 10% increase in attendance of PG Cares programs. Community polling and evaluation form to be sent out each year targeting families (parents) to help determine effectiveness of signage and marketing. Double the number of followers on social media (1000) to increase participation, public trust, and awareness of community education campaigns. SHARPS data to track – parent/individual attitudes toward anti-social behaviors, lifetime prescription drug and vaping use. Other ways to evaluate community events is to keep track of families contacted and amount of marketing materials (flyers, swag) given to those in attendance. 2000 vape prevention conversation guides to families at events in the FY2022 fiscal year.			

SECTION 6 - BUDGET FORM

Please complete the following budget template according to your 12-month Action Plan.

Category of Funding	Justification	Funding Amount
Personnel Salary	Part-time CTC Assistant Coordinator (\$15,000) & 2 part-time paid intern positions (\$7,000 each = \$14,000) to help manage the programs and communications	\$29,000
Fringe Benefits	Family: GGC Program \$500 incentives to 2 facilitators per 5-week workshop (\$5000) School: \$500 incentive to 2 facilitators per school (5 schools) per 12-week session (2 times a week) in Fall and Spring (\$10,000) Community: Awards and certificates for community leaders/businesses (\$1500)	\$16,500
Travel (in/out of state)		\$
Supplies	Family: GGC license renewal, facilitator, and family manual printing costs (\$3,000) \$50 per family in meals for 5 workshops (\$10,000) 5 families x \$50 = \$250 minimum x 5 weeks = \$6250 min 10 families x \$50 = \$500 maximum x 5 weeks = \$12,500 max Incentives for families to attend – approx. \$20 per family prize drawings, gift cards (\$2500) Child-care for families at PG rec center \$2.50 per hour for up to 20 kids = \$50 per week x 5 weeks x 5 sessions (\$1000) School: Positive Action & Why-Try swag for participants, T-shirts, snacks for classes, certificates of completion (\$3,500) Ceiling mounts for vape sensors (\$2,500) Why-Try pilot program – 6 facilitators licensed & trained, 3 per school (\$3200) Positive Action – expansion to 3 schools, license, training & materials (\$4000), renewal of license at 2 current schools (\$800)	\$ 30,500
Equipment	\$1500 for computer for Coordinator assistant	\$1500
Subcontractors	School: Vape Sensor installation Alpine School District Electricians (\$8,500)	\$16,500

	Community: Marketing campaign & website support R&R Marketing (\$8000) – includes design costs and billboard/magazine messaging. Printing conversation guides to distribute to families. Website creation and support. Help with community evaluation of effectiveness of marketing campaign	
Media Outreach	Social media post/video creation and boosts (\$2000) flyers and posters for events (\$2000), in-house digital design costs (\$1000)	\$5000
Other	Evaluation support (creation of community evaluation tool/poll) & team building	\$1000
Total Amount Requested		\$100,000

The budget justification column is used to determine reasonableness and allowability of costs. All the proposed costs listed must be reasonable, and necessary to accomplish project objectives, allowable in accordance with applicable Federal Cost Principles, auditable, and incurred during the project period.

Proposed budgets must not exceed \$100,000 in total costs in any year of the proposed project. Annual continuation awards will depend on the availability of funds, recipient progress in meeting project goals and objectives, timely submission of the required data and reports, and compliance with all grant award Terms and Conditions.

Reporting Project Progress

Grant recipients will report to the local health department four times over the year of funding. Reports are due the 15th of each month (October, January, April, and July). The grant recipient shall report the following:

1. Provide accounting for the expenditure of grant funds
2. Describe measurable outcomes as a result of the expenditures
3. Describe the impact and effectiveness of programs and activities funded through the grant
4. Indicate the amount of grant funds remaining on the date that the report is submitted

After a grant recipient expends all funds awarded to the recipient under the grant program, the grant recipient shall submit a final report to the local health department. On or before September 1 of each year, each local health department shall submit the reports to the Association of Local Health Departments, who in collaboration with the Department of Health, submit a report to the Health and Utah State Legislature Human Services Interim Committee.

Appendix A - Risk and Protective Factors Overview

The following excerpt is borrowed from Community Anti-Drug Coalitions of America (CADCA):

Extensive national research, spanning over fifty years, has demonstrated a strong association between specific social conditions, personal characteristics, experiences and the involvement in unhealthy behavior. This research has identified these influences as Risk and Protective Factors.

Risk factors are characteristics within the individual or conditions in the family, school or community that increase the likelihood someone will engage in unhealthy behavior such as: the use of alcohol, tobacco and other drugs, violence, suicide, or early sexual activity. The more risk factors present in a child's life, the greater the likelihood problems will develop in adolescence.

Protective factors are characteristics within the individual or conditions in the family, school or community that help someone cope successfully with life challenges. When people can successfully negotiate their problems and deal with pre-existing risk factors, they are less likely to engage in unhealthy behavior. Protective factors are instrumental in healthy development; they build resiliency, skills and connections (CADCA, 2011).

Full article (PDF) here: [Risk and Protective Factors for Adolescent Substance Use \(and other Problem Behavior\)](#)

Additional information about risk and protective factors:

[Understanding Risk and Protective Factors: Their Use in Selecting Potential Targets and Promising Strategies for Intervention](#), The Community Toolbox (2021).

[Risk and Protective Factors](#), Substance Abuse and Mental Health Services Administration (SAMHSA)

Appendix B - Resources for Evidence-Based Programs and Promising Practices

Evidence-based means that a program, policy, or other strategy has been rigorously tested and demonstrated to be *effective* in preventing health problems based upon the best-available research evidence, rather than upon personal belief or anecdotal evidence ([Health Policy Institute of Ohio, 2013](#)). Programs that have been shown to be effective through less rigorous evaluation methods are often referred to as “promising practice.” Strong proposals will cite the research that demonstrates why the program or practice is evidence-based or promising.

Why evidence-based? Resources are finite. Prioritizing resources towards a program or initiative that is already proven to work ensures those resources are used wisely and that relevant evidence is considered when decisions are made about funding.

If you are unsure of where to start in identifying an evidence-based program or promising practice, here are some top resources to help narrow your search. Community fit and practicality of the program are important factors to consider.

- **Substance Abuse and Mental Health Services Administration (SAMHSA)**
[Implement an Evidence-Based Program](#) - Includes a link to Utah’s own registry of approved prevention programs
 Resource Guide (PDF): [Reducing Vaping Among Youth and Young Adults](#)
 Resource Guide (PDF): [Substance Misuse Prevention for Young Adults](#)
- **Blueprints for Healthy Youth Development:** www.blueprintsprograms.org/
 Identifies youth violence, delinquency, and drug prevention and intervention programs that meet a strict scientific standard of program effectiveness. This database allows you to search by risk and protective factors, outcomes, and target audience.
- **The Community Guide:** www.thecommunityguide.org/
 Collection of evidence-based findings of the Community Preventive Services Task Force (CPSTF). This database allows you to search by topic, audience, or strategy. Below are some recommended topic searches:
 Tobacco: www.thecommunityguide.org/topic/tobacco
 Adolescent Health: www.thecommunityguide.org/topic/adolescent-health
- **What Works Clearinghouse:** <https://ies.ed.gov/ncee/wwc/FWW>
 This database has an education focus and may be most useful for applicants looking for proven prevention tools in school settings.
- **Results First Clearinghouse Database:** www.pewtrusts.org/
 This social policy program database compiles key information from nine national clearinghouses, including the effectiveness rating they assigned to each program.

Appendix C - Seven Strategies for Community-Level Change (CADCA's National Coalition Institute, 2021)

Community Anti-Drug Coalitions of America (CADCA)'s Seven Strategies for Creating Effective Community Change provides a menu of action steps to include in your comprehensive action plan. Note that the first three strategies focus primarily on individuals while the latter four focus on systems and policies.

1. **Providing Information** – Educational presentations, workshops or seminars or other presentations of data (e.g., public announcements, brochures, dissemination, billboards, community meetings, forums, web-based communication).
2. **Enhancing Skills** – Workshops, seminars or other activities designed to increase the skills of participants, members and staff needed to achieve population level outcomes (e.g., training, technical assistance, distance learning, strategic planning retreats, curricula development)
3. **Providing Support** – Creating opportunities to support people to participate in activities that reduce risk or enhance protection (e.g., providing alternative activities, mentoring, referrals, support groups or clubs).
4. **Enhancing Access/Reducing Barriers**- Improving systems and processes to increase the ease, ability and opportunity to utilize those systems and services (e.g., assuring healthcare, childcare, transportation, housing, justice, education, safety, special needs, cultural and language sensitivity).
5. **Changing Consequences (Incentives/Disincentives)** – Increasing or decreasing the probability of a specific behavior that reduces risk or enhances protection by altering the consequences for performing that behavior (e.g., increasing public recognition for deserved behavior, individual and business rewards, taxes, citations, fines, revocations/loss of privileges).
6. **Physical Design** – Changing the physical design or structure of the environment to reduce risk or enhance protection (e.g., parks, landscapes, signage, lighting, outlet density).
7. **Modifying/Changing Policies** – Formal change in written procedures, by-laws, proclamations, rules or laws with written documentation and/or voting procedures (e.g., workplace initiatives, law enforcement procedures and practices, public policy actions, systems change within government, communities and organizations).

For more information, read [Strategic Prevention Framework \(SPF\) and Environmental Strategies](#) (CADCA, n.d.)

A coalition in Wolcott, CT provides real-life examples of using each of the seven CADA strategies:

<https://www.wolcottcasa.org/action.html>

Appendix D – Developing Measurable Objectives

To be able to effectively evaluate your project, it is critical that you develop measurable objectives. This appendix provides information on developing objectives and provides examples.

Objectives describe the results to be achieved and the manner in which they will be achieved. Multiple objectives are generally needed to address a single goal. Well-written objectives help set program priorities and targets for progress and accountability. It is recommended you avoid verbs that may have vague meanings to describe the intended outcomes, like “understand” or “know” because it may prove difficult to measure them. Instead, use verbs that document action, such as: “By the end of 2018, 75% of program participants will be placed in permanent housing.” In order to be effective, objectives should be clear and leave no room for interpretation. **SMART** is a helpful acronym for developing objectives that are **specific, measurable, achievable, realistic, and timebound**.

S: Specific – Includes the “who” and “what” of program activities. Use only one action verb to avoid issues with measuring success. For example, “Outreach workers will administer the HIV risk assessment tool to at least 100 injection drug users in the population of focus” is a more specific objective than “Outreach workers will use their skills to reach out to drug users on the street.”

M: Measurable – Outlines how much change is expected. It must be possible to count or otherwise quantify an activity or its results. It also means the source of and mechanism for collecting measurement data can be identified and that collection of the data is feasible for your program. A baseline measurement is required to document change (e.g., to measure the percentage of increase or decrease). If you plan to use a specific measurement instrument, it is recommended you incorporate its use into the objective. Example: By 9/18/21 increase by 10 percent the number of 8th, 9th, and 10th-grade students who disapprove of marijuana use as measured by the annual school youth survey.

A: Achievable – Objectives should be attainable within a given time frame and with available program resources. For example, “The new part-time nutritionist will meet with seven teenage mothers each week to design a complete dietary plan” is a more achievable objective than “Teenage mothers will learn about proper nutrition.”

R: Realistic – Objectives should be within the scope of the project and propose reasonable programmatic steps that can be implemented within a specific time frame. For example, “Two ex-gang members will make one school presentation each week for two months to raise community awareness about the presence of gangs” is a more realistic objective than “Gang-related violence in the community will be eliminated.”

T: Time-bound – Provide a time frame indicating when the objective will be measured or time by when the objective will be met. For example, “Five new peer educators will be recruited by the second quarter of the first funding year” is a better objective than “New peer educators will be hired.”

APPENDIX E - Application Scoring Criteria**E-CIGARETTE, MARIJUANA, & OTHER DRUG PREVENTION GRANT****APPLICATION REVIEWER SCORE SHEET & CRITERIA**

The proposal will be scored out of 150 points. Reviewers will score on a scale of 0 - "total points possible" for each section. Described below is what should be included in each section for full points. Each proposal will be reviewed in-depth by the review committee. *Please be aware this criteria may be changed or modified at any time.*

Applicant:	Points Possible	Points Awarded
SECTION 1: APPLICATION COVER PAGE	5	
Applicant provides a brief description of the agency applying for funding. Includes any experience or expertise the agency has with the population they intend to serve.	2	
Applicant provides a brief description of the proposal.	2	
All parts of the Application Cover Page are complete.	1	
SECTION 2: COMMUNITY DESCRIPTION	15	
The section clearly defines the target community.	5	
The applicant selects a realistic community size in which the project can affect change.	5	
The target community lives, learns, and/or plays in the health jurisdiction presiding over the grant application.	5	
SECTION 3: STATEMENT OF THE PROBLEM	20	
Youth substance abuse problem is clearly described.	5	
Relevant, local SHARP data is used to describe the youth substance problem.	5	
Risk and/or protective factors are clearly outlined.	5	
Selected risk and/or protective factors are identified with accurate local SHARP data.	5	

SECTION 4: SELECTED INTERVENTION(S)	20	
Section clearly describes how the proposed program or purpose is evidence-based or a promising practice.	10	
Section cites one or more vetted sources to demonstrate the intervention has been effective in other communities.	10	
SECTION 5: ACTION PLAN & EVALUATION	40	
Applicant utilizes the provided Action Plan table.	2	
Risk and/or Protective Factor(s) to be addressed are listed.	3	
Risk and/or Protective Factor(s) align with the Statement of the Problem and SHARP data.	5	
Goals are clearly written and indicate how intervention will impact the identified Risk and/or Protective factor(s).	5	
Objectives are clearly written to describe the expected outcome of the activity.	5	
Objectives are SMART (Specific, Measurable, Attainable, Realistic, Time-bound).	5	
Strategies, activities, or aims are identified using a variety of CADCA's Seven Strategies for Community Level Change , including: • Disseminate information/education • Enhance individual life skills • Provide activities that reduce risk factors or enhance protective factors • Enhance community access or reducing barriers to programs and strategies • Changing consequences by addressing incentives or disincentives • Implement environmental strategies to reduce risk factors and increase protective factors • Support modification to policies or the implementation of new policies	5	
A brief evaluation plan is provided to demonstrate how the applicant will measure progress, goals, and objectives.	5	
SECTION 6: BUDGET FORM	20	
Budget form is organized, complete, and accurate.	5	
Budget justification is clear and meets all requirements and considerations. Budget does not exceed \$100,000.	10	
All of the proposed costs listed are reasonable and necessary to accomplish project objectives.	5	

GENERAL CONSIDERATIONS	30	
Organization type is one of the following: coalition, local government agency, or a local education agency as defined in Section 53J-1-301.	10	
Applicant utilized the provided template.	2	
The proposal illustrates that the agency has the capacity to carry out the project.	3	
The proposal is high-quality and well-written, including good grammar, spelling, and punctuation.	5	
Prior grantees only: Grantee possesses positive history in meeting original award requirements, including, but not limited to, the following considerations: adhering to the contractor guidelines and agreements, remaining within budget, submitting required reporting in a timely manner, communicating as needed with grant coordinator, and demonstrating a strong effort to obtain goals and objectives.	10	
Final comments:	150 Total Points Available	Final Score

Attachment C
Special Provisions
E-Cigarette, Marijuana, & Other Drug Prevention Grant Program

Contractor Representative

Tamara Oborn
(801) 856-2884
toborn@pgcity.org
CTC Coordinator
Pleasant Grove Cares CTC Coalition

Department Representative

Brittany Guerra
(801) 851-7099
brittanyg@utahcounty.gov
Program Manager
Utah County Health Department

I. General Purpose

The purpose of the E-Cigarette, Marijuana, & Other Drug Prevention Grant Program is to address root causes and factors associated with youth use of electronic cigarettes, marijuana, and other drugs in Utah County communities. Substance misuse and abuse continue to be an important public health concern contributing to morbidity and mortality rates. Evidence shows that the initiation of substance use in adolescence can lead to higher levels of misuse, abuse, and substance use disorders later in life. Research on risk and protective factors has important implications for children's academic success, positive youth development, and prevention of health and behavior problems, including substance misuse and abuse.

The Utah County Health Department is interested in working with, and supporting, community coalitions and organizations in the early prevention of adverse outcomes related to youth substance abuse. The aim of this funding is to identify innovative projects and partnerships across Utah County who are committed to addressing "upstream" factors by focusing on one or more risk or protective factors identified in the Utah Student Health and Risk Prevention Statewide Survey.

Funding for this program is received from the Utah Department of Health as appropriated in Utah Code 59-14-807(3)(d) and 26A-1-116 from the "Electronic Cigarette Substance and Nicotine Product Tax Restricted Account" in the General Fund. Grant funding is administered in accordance with Utah Code 26A-1-129.

II. Parties

- a. This agreement is between Utah County, by and through the Tobacco Prevention and Control Program of the Utah County Health Department, hereinafter referred to as "Department," and Pleasant Grove City, hereinafter referred to as "Contractor." Together the Department and Contractor shall be referred to as the "Parties."

III. Definitions

- a. "CDC" means the Center for Disease Control and Prevention

- b. "Contractor" means Pleasant Grove City 70 S. 100 E. Pleasant Grove, UT 84062
- c. "Department" means the Utah County Health Department
- d. "Evidence-based" is the process of integrating science-based interventions with community preferences to improve the health of populations.
- e. "Fidelity" means the degree to which an intervention is delivered as designed, faithfulness with which a curriculum or program is implemented, or how well the program is implemented without compromising its core content that is essential for the program effectiveness.
- f. "Parties" means the Department and the Contractor.
- g. "Promising practice" include practices assessed through unpublished intervention evaluations that have not been peer reviewed and that demonstrate some evidence of effectiveness, reach, feasibility, sustainability, and transferability.
- h. "Protective Factors" are characteristics associated with a lower likelihood of negative outcomes or that reduce a risk factor's impact. Protective factors may be seen as positive countering events.
- i. "Risk Factors" are characteristics at the biological, psychological, family, community, or cultural level that precede and are associated with a higher likelihood of negative outcomes.
- j. "Root Causes" are the underlying reasons that create the differences seen in health outcomes. They are the conditions in a community that determine whether people have access to the opportunities and resources they need to thrive.

IV. Payment

- a. The Department funds provided under the Contract are for the following program and award:
 - i. Program Name: E-Cigarette, Marijuana, & Other Drug Prevention Grant Program
 - ii. Funding Source: General Fund "Electronic Cigarette Substance and Nicotine Product Tax Restricted Account" through the Utah County Health Department and in accordance with Utah Code 59-14-807(3)(d) and 26A-1-116
 - iii. Award Date: the date of execution of this agreement.
- b. The Contractor shall be paid up to the maximum amount of \$100,000.00 (one hundred thousand dollars) for the contract for expenditures made by the Contractor directly related to the program, as outlined in the General Provisions, Special Provisions, and the Contractor's proposal.
- c. The amount reimbursed is based on the number of services provided by the Contractor as reported each month on the Monthly Expenditure Report submitted to the Department.
- d. Funds may be provided upfront upon request from the Contractor for specifically approved activities by the Department.
- e. Funding may not be used for purposes contrary to applicable federal, state, and local laws.

V. Responsibilities of the Contractor

- a. The Contractor shall:

- i. Participate in all of the following activities in accordance with the funding provided and as outlined in the Contract's Proposal and action plan in Attachment B:
 1. By June 30, 2022, hold at least five 5-week Guiding Good Choices sessions to at least 50 adults in Pleasant Grove. Provide program with fidelity and as outlined at <https://www.blueprintsprograms.org/programs/39999999/guiding-good-choices/>;
 2. By April 30, 2022, renew six Guiding Good Choices facilitator licenses;
 3. By September 30, 2021, complete installation of 44 vape sensors in Pleasant Grove Jr. Highs, High School, and recreation center;
 4. By January 31, 2022, PG Cares will coordinate with two secondary school in Pleasant Grove to establish a program, such as the Why Try program, and a plan with school administration for students caught vaping by vape detectors;
 5. By June 31, 2022, renew Positive Action licenses and expand program into three more schools during the Fall/Spring 2021/2022 school year. Approximately 300 students will attend the Positive Action Program to fidelity. Provide program with fidelity and as outlined at <https://www.blueprintsprograms.org/programs/182999999/positive-action/>;
 6. By October 31, 2021, work with R&R Marketing to launch Pleasant Grove Cares website;
 7. By June 30, 2022, create a community poll to measure the effectiveness of the marketing campaign;
 8. By June 30, 2022, work with R&R Marketing to implement at least one anti-drug marketing campaign, including distributing vape prevention conversation guides to 2,000 families in Pleasant Grove, and implement one billboard and five magazine ads. Include businesses and schools through awarding Community Prevention awards at the annual Pleasant Grove/Lindon Chamber of Commerce event in February 2022;
 9. Ensure the evidence-based and promising practice program model(s) selected is implemented with fidelity;
 - a. Program educators hired by the Contractor shall receive formal training prior to implementing the selected evidence-based and promising practice program model(s); and
 - b. Program educators hired by the Contractor shall implement programs as instructed through training programs and in accordance with program guidance.
- ii. Send at least one representative to an initial grant training to be held during the first quarter of FY22 that is provided by the Department;
- iii. Participate in monthly progress meetings with the Department to evaluate the progress of goals and objectives and to provide any necessary technical assistance;

- iv. Participate in at least one site visit with program staff from the Department to monitor compliance with project guidelines;
- v. Have at least one representative participate in a local (in state) or virtual substance abuse prevention and/or risk and protective factor training during the grant cycle. (e.g. CADCA training, Fall Substance Abuse Prevention Conference, etc.); and
- vi. Collaborate with and coordinate program evaluation with the Department.

VI. Responsibility of Department

a. The Department shall:

- i. Provide report templates and guidance for monthly invoices and expenditure reports, quarterly progress reports, and the final project report;
- ii. Provide written confirmation of receipt of reports within 10 working days;
- iii. Provide written feedback on results/progress within 20 working days of receipt of quarterly and final report;
- iv. Provide training and technical assistance as requested and needed, including the evaluation of the program; and
- v. Conduct one site visit during the contract period as mutually agreed upon times with jointly developed agenda.

VII. Media

- a. Contractor shall work with Department on any media campaigns to ensure the campaign is conducted in accordance with Department guidelines. Contractor developed media campaigns utilizing funding are subject to approval by the Department.

VIII. Reporting Requirements

a. Progress Reports:

- i. The Contractor shall report on the progress report measures for each of their workplan activities as listed in Section V to the Department. Progress reports shall be submitted quarterly by the 15th of January, April, and July. The Contractor shall report on the following key grant objectives (using progress reporting templates provided by the Department):

- Report how each activity was implemented and completed (dates, number of participants, outcomes, etc.); and
- Describe how activities addressed risk factors, protective factors and root causes.

- ii. After the Contractor expends all funds awarded under the grant program, the Contractor shall submit a final report to the Department.

b. Expenditure Report and Invoices:

- i. The Contractor shall submit all monthly program expenditures by the 5th of the month following the expenditures unless otherwise approved by the Department. The submitted bills must detail the costs by salary, benefits, travel, current expenses, capital expenditures and indirect costs. Copies of employee

- timesheets along with copies of receipts/invoices for travel, current expenses, and capital expenditures shall be submitted with the monthly billing. Indirect cost allocations shall be detailed. Expenditures shall follow the budget as contained in the application for the E-Cigarette, Marijuana, and Other Drug Prevention Grant Program Funding, see Contract's proposal in Attachment B.
- ii. All program expenditures must be submitted by June 25, 2022 to be considered for reimbursement; and
 - iii. The Contractor shall be prepared to submit a copy of its annual Independent Financial Audit report covering the period of the contract.
- c. The Contractor shall provide all reports on templates provided by the Department at the initial grant training.

RESOLUTION NO. 2021 -045

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH AMERICAN FORK IRRIGATION COMPANY AND PLEASANT GROVE IRRIGATION COMPANY CALLED THE “AMERICAN FORK WEIR STRUCTURE AGREEMENT” FOR INSTALLING WATERSHED PROTECTION STRUCTURES AND TO ALLOW PLEASANT GROVE CITY TO SERVE AS SPONSOR FOR THE PROJECT WITH THE NRCS AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS American Fork operates a weir (the “Weir”) located at the mouth of American Fork Canyon on the American Fork River for the joint benefit of the Companies, which collect and distribute water to their shareholders through their respective irrigation systems; and

WHEREAS Pleasant Grove City is a shareholder in American Fork and Pleasant Grove Irrigation Companies and receives water from both irrigation companies; and

WHEREAS the Weir is over 100 years old and relies on manual controls that require 24 hour per-day staffing to prevent flooding during the normal high-water events; and

WHEREAS highflows present a danger to the Weir given its age and manual operations because they have the potential to deposit logs and other debris at the Weir’s gates, clogging gates and raising water levels to unplanned and dangerous levels that the Companies’ canal systems were not designed to accommodate; and

WHEREAS high flows at the Weir and in the Companies’ canal systems present a risk of flooding in the service areas of all three Companies, which include Pleasant Grove City and American Fork City, Lehi City, and Highland City; and

WHEREAS in 2019, the snowpack in the drainage area of the American Fork River was 160% above normal, which required twenty-four-hour staffing of the Weir for a period of nine weeks to ensure that the Weir remained unclogged to prevent flooding; and

WHEREAS recent wildfires and other changes in the drainage area of the American Fork River have increased the risk of severe flooding and the potential for flooding at the Weir and the Companies’ canal systems; and

WHEREAS, Under the Watershed Protection and Flood Prevention Act (Public Law 83-566), as amended, the Natural Resources Conservation Service (“NRCS”) is authorized to assist the City in relieving hazards created by natural disasters that cause a sudden impairment of the watershed and affect the City, the Companies, and downstream municipalities by installing Watershed Protection Measures (“WP Measures”); and

WHEREAS the Companies desire to install WP measures at the Weir; and

WHEREAS NRCS requires that one public entity act as the local sponsor in implementing the WP Measures and has recommended the City to be the local sponsor (hereinafter “Sponsor”); and

WHEREAS The City is willing to serve as the Sponsor; and

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

SECTION 1:

The Mayor is hereby authorized to sign the American Fork Canyon Weir Agreement which is attached as Exhibit A.

SECTION 2:

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 7th day of September, 2021.

Mayor Guy L. Fugal

ATTEST:

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

AMERICAN FORK CANYON WEIR STRUCTURE AGREEMENT

This Agreement (“**Agreement**”) is entered into by and between Pleasant Grove City (the “**City**”), a Utah municipal corporation; American Fork Irrigation Company (“**American Fork**”), a Utah non-profit corporation; Lehi Irrigation Company (“**Lehi**”), a Utah non-profit corporation; and Pleasant Grove Irrigation Company (“**Pleasant Grove**”), a Utah non-profit corporation, hereinafter referred to as the “Parties” or “Party” as the context may require. The terms “**Company**” or “**Companies**” will refer to American Fork, Lehi, and Pleasant Grove as the context may require.

RECITALS

WHEREAS, American Fork operates a weir (the “**Weir**”) located at the mouth of American Fork Canyon on the American Fork River for the joint benefit of the Companies, which collect and distribute water to their shareholders through their respective irrigation systems; and

WHEREAS, the City is a shareholder in American Fork and Pleasant Grove and receives water from both irrigation companies; and

WHEREAS, the Weir is over 100 years old and relies on manual controls that require 24 hour per-day staffing to prevent flooding during normal high-water events; and

WHEREAS, high flows present a danger to the Weir given its age and manual operations because they have the potential to deposit logs and other debris at the Weir’s gates, clogging the gates and raising water levels to unplanned and dangerous levels that the Companies’ canal systems were not designed to accommodate; and

WHEREAS, high flows at the Weir and in the Companies’ canal systems present a risk of flooding in the service areas of all three Companies, which include the City and American Fork City, Lehi City, and Highland City; and

WHEREAS, in 2019, the snowpack in the drainage area of the American Fork River was 160% above normal, which required twenty-four-hour staffing of the Weir for a period of nine weeks to ensure that the Weir remained unclogged to prevent flooding; and

WHEREAS, recent wildfires and other changes in the drainage area of the American Fork River have increased the risk of severe flooding and the potential for flooding at the Weir and the Companies’ canal systems; and

WHEREAS, under the Watershed Protection and Flood Prevention Act (Public Law 83-566), as amended, the Natural Resources Conservation Service (“**NRCS**”) is authorized to assist the City in relieving hazards created by natural disasters that cause a sudden impairment of the watershed and affect the City, the Companies, and downstream municipalities by installing Watershed Protection Measures (“**WP Measures**”); and

WHEREAS, the Companies desire to install WP Measures at the Weir; and

WHEREAS, NRCS requires that one public entity act as the local sponsor in implementing the WP Measures and has recommended the City to be the local sponsor (hereinafter “**Sponsor**”) as the environmental assessment and project design for the Wier are being completed concurrently with the City’s Mill Ditch Phase 1 and 2 project under the same NRCS funding (Federal Award Identifier: 6000002990); and

WHEREAS, the City is willing to serve as the Sponsor, and

WHEREAS, the City has agreed to enter into an American Fork-Dry Creek Supplemental Watershed Work Plan Agreement (the “**NRCS Agreement**”) with NRCS, whereby NRCS and the City would agree to install WP Measures at the Weir to relieve hazards and damages created by the potential flooding; and

WHEREAS, under the NRCS Agreement, the City would be required to provide twenty-five percent (25%) cash and/or in-kind services of the cost of constructing the WP Measures set forth in the NRCS Agreement (the “**Matching Funds**”), and would also be required to provide certification that the real property rights, easements, water rights, permits and licenses needed for the WP Measures will be obtained, and that the City would accept all financial and other responsibility for excess costs resulting from City’s failure to obtain or City’s delay in obtaining the public easements, adequate water rights, and permits and licenses needed for the WP Measures; and

WHEREAS, the total costs of the Weir reconstruction project, including the costs of the Matching Funds, will not be known until NRCS completes the design for the WP Measures pursuant to the NRCS Agreement; and

WHEREAS, prior to entering into the NRCS Agreement, the City has indicated that it will require this Agreement with the Companies by which the Companies agree to provide the 25% match and to otherwise support, reimburse, and indemnify the City with regard to its requirements under the NRCS Agreement in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Sponsor. The City will serve as Sponsor, for its benefit, as well as the benefit of the other Parties, in accordance with the terms and requirements of the NRCS Agreement.

2. Easements.

a. Each Party represents and warrants that adequate real property rights and interests; water rights, if applicable; permits and licenses required by federal, state, and local law, ordinance or regulation; and related actions have been taken to obtain the right

to install, operate, maintain, and inspect the WP Measures to be performed, pursuant to the NRCS Agreement, including but not limited to the right to remove the existing Weir.

b. The Parties acknowledge that the City, as Sponsor, is responsible under the NRCS Agreement for all costs or other consequences if the public easements, land, water rights, permits and licenses needed by the City to construct the WP Measures are found to be inadequate during the installation process, and the Companies desire to pay for said costs and to indemnify the City as set forth herein.

c. Each Party acknowledges that if the necessary public easements, land, water rights, and/or permits or licenses have not been obtained, the City may not be able to perform some or all of the WP Measures relating to that area. Without relinquishing or compromising any ownership interests, the Parties will provide any authorizations regarding any easements, land, water rights, permits, or approvals subject to their ownership or control, individually or collectively, that may be needed to perform the WP Measures. The Companies are further responsible for obtaining any additional easements, land, water rights, permits, and licenses that may be needed to perform the WP Measures.

d. Except with regard to damages caused by negligent or illegal actions taken by the City, the Companies will jointly and severally indemnify, defend and hold the City harmless from any other injury, damage, or any other claim (whether meritorious or not), to any persons, entities, or property that may result from, or is claimed to result from, in whole or in part, the City's actions in fulfilling its obligations under this Agreement and the NRCS Agreement, including but not limited to reasonable attorneys' fees.

e. By executing this Agreement, the City does not waive any defenses or limits of liability available to it under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.*, as amended (the "**Immunity Act**"). The City maintains all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law and will assert them in any action described in section 2.e.

3. Cash and/or in-kind donations.

a. The Parties acknowledge that the City, as Sponsor, is required to provide the Matching Funds. The City will serve as a pass-through entity and the Companies will provide the City with all of the money needed to comply with the Matching Funds requirement before construction on the WP Measures can begin. The Parties further agree that the City may condition its obligations to perform under the NRCS Agreement on the receipt of all of the Matching Funds from the Companies and may incorporate this Agreement as part of the NRCS Agreement to the extent possible. In no event will the City have any responsibility to provide any funding of its own for the Matching Funds or any other funding the WP Measures may require. Companies' obligation to provide Matching Funds is conditioned upon City obtaining funds under the Act and the NRCS Agreement for the WP Measures.

b. The Companies' will each pay a portion of the Matching Funds based on the amount of water they receive at the Weir per the so-called "Booth" and "McCarty"

decrees, which set forth each Company's water rights in the flows of the American Fork River, as described below in this section 3.b and which are attached and incorporated as if set forth fully herein as **Exhibit 1**. Each Company will be responsible for securing and providing the City with its share of the Matching Funds. At no time will any Company be responsible for providing any portion of another Company's share of the Matching Funds, provided that nothing in this Agreement prohibits a Company from voluntarily providing financial assistance or loans to another Company to provide the required Matching Funds. The Companies' portions of the Matching Funds are:

- | | | |
|------|-----------------|-----|
| i. | American Fork: | 62% |
| ii. | Lehi: | 21% |
| iii. | Pleasant Grove: | 17% |

c. Each Party will pay to the City, within 30 days from the date of the City's invoice, their proportionate share of the Matching Funds, or as otherwise directed by the City, any invoices the City incurs related to the WP measures, and each Company will pay their proportionate share of such expenses pursuant to the percentages set forth in paragraph 3.b.

d. As soon as City knows the estimated costs for the WP Measures, it will notify the Companies in writing. After the Companies receive the estimated costs of the WP Measures, the Agreement may be terminated without further obligation if all of the Companies agree to terminate the Agreement in writing, subject to reimbursing the City for its costs pursuant to this paragraph.

4. Information. Each Party will timely provide all information necessary to implement the WP measures.

5. Maintain the standards established by NRCS and City after completion and acceptance of work. To the extent possible, the City will seek to: (1) include a provision in the NRCS Agreement that will authorize the Companies to review and inspect the WP Measures that NRCS will construct; (2) condition the City's acceptance of the WP measures in the NRCS Agreement on the Companies' approval of the same; and (3) ensure that the WP Measures are subject to a one-year warranty. Upon completion and acceptance of the WP measures, each Party will assume the responsibility for operation and maintenance of the measures within its boundaries, or as shared, pursuant to the Booth and McCarty Decrees and all other applicable water rights, laws, regulations, and ordinances. Each Party will take action, if needed, to maintain the standards established by the NRCS at completion of the work, to the extent they are reasonably able to do so.

6. Authorization. Each individual executing this Agreement does represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.

7. Applicable law and venue. This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of this Agreement will be brought in Utah County, Utah.

8. Binding on successors in interest. This Agreement will bind the Parties hereto and their successors, heirs, and assigns, provided that no Party will assign their interests in this Agreement without the prior written consent of the other Parties.

9. Incorporation of recitals. The recitals are incorporated into this Agreement as if fully set forth herein.

10. Integration, entire agreement, and amendments. All agreements heretofore made in the negotiation and preparation of this Agreement between the Parties hereto are superseded by and merged into this Agreement. No statement or representation not embodied herein will have any binding effect upon the Parties hereto and there will be no amendments hereto except those in writing signed by the Parties hereto. Any amendments to this Agreement will only be effective if such amendment is in writing and signed by all Parties.

11. Time is of the essence. Time is of the essence with respect to this Agreement and with respect to each covenant, term, condition, representation, warranty, and provision hereof.

12. Number and gender. The singular will be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the Parties hereto. Likewise, if either the feminine, masculine, or neuter gender should be one of the other genders, it will be so treated.

13. Paragraph headings. The paragraph and subparagraph headings used herein are for convenience only and will not be considered in the interpretation of this Agreement.

14. Severability. If any portion of this Agreement will be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this Agreement will be considered valid and operative; and,
- b. Effect will be given to the intent manifested by the portion held invalid or inoperative.

15. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement will not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver will be in writing and signed by the waiving Party.

16. Necessary acts and cooperation. The Parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

17. Legal review and ambiguities. This Agreement has been negotiated and drafted by all Parties hereto and reviewed by each Party's legal counsel. Therefore, the general rule of contract construction that ambiguities will be construed against the draftsman will have no application to this Agreement.

18. No third-party beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third-parties.

19. No separate legal entity. This Agreement does not create a separate legal entity.

20. Term. The term of this Agreement will be ten (10) years, or until the Weir is constructed fully pursuant to the terms of this Agreement and the Cooperative Agreement, whichever occurs first and unless otherwise extended in writing by the Parties, provided that nothing in this Agreement will modify, abrogate, or change the Parties' responsibilities to operate the Weir in accordance with the Booth and McCarty Decrees and all other applicable water rights, laws, regulations, and ordinances. The term will commence on the date the Agreement is made, as set forth above.

21. Rights and remedies. The Parties will have all rights and remedies provided under applicable federal or state law for a breach or threatened breach of this Agreement. These rights and remedies will not be mutually exclusive, and the exercise of one or more of these rights and remedies will not preclude the exercise of any other rights and remedies. Each Party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder will be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement will be construed to waive the governmental immunity of the Parties.

22. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute one and the same instrument.

23. Effective date. The effective date of this Agreement will be the date that the Parties have signed the Agreement and adopted a resolution approving this Agreement.

23. Dispute resolution.

a. Default. If any Party believes another Party is in default under any provision of this Agreement, that Party will first provide thirty (30) days written notice to the other Party to the address shown herein outlining the default with specificity, during which time the notified Party will have the right to cure or remedy the alleged default if not disputed.

b. Mediation. If the Parties are unable to resolve a dispute after notice of a default has been given under Section 23.a., any Party may submit the matter to formal mediation. The Parties will endeavor to reasonably agree upon a mediator and will mediate the dispute in good faith. Each Party will be responsible for their own costs and will split the cost of the mediator between them by dividing the total costs of the mediator by the number of Parties involved. If the Parties cannot agree upon a mediator, each Party will name a mediator and those two mediators will name a third mediator. The Parties will be bound to mediate the dispute with the third mediator and will be responsible for splitting the costs of the third mediator on an equal basis.

c. Court Action. The Parties will comply with Sections 23.a and 23.b before

initiating any judicial action, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed.

24. Costs and attorney fees. If any Party defaults in the performance of any covenant or condition contained herein, the defaulting Party agrees to pay the costs and expenses, including reasonable attorneys' fees, that the non-defaulting Party incurs in enforcing this Agreement through litigation or otherwise.

25. Notices. All notices and other communications, required or permitted to be given hereunder, will be in writing and will be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the following, which the Parties may change from time to time in writing:

Pleasant Grove City
c/o Scott Darrington, City Administrator
70 South 100 East
Pleasant Grove, Utah 84062
Emailsdarrington@pgcity.org

American Fork Irrigation Company
c/o Ernest John
P.O. Box 412
American Fork, Utah 84003
erniej50@gmail.com

Lehi Irrigation Company
c/o Gary Thomas
P.O. Box 316
Lehi, Utah 84043
Email_____

Pleasant Grove Irrigation Company
c/o Mark Bezzant
P.O. Box 966
Pleasant Grove, Utah 84062
Email_____

26. Preauthorization. Unless otherwise authorized by this Agreement, no Party will act, or purport to act, on behalf of the other without the express written consent of the other Party in question.

27. No liability. The Parties are not liable for each other's expenses or liabilities except as set forth herein.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement.

PLEASANT GROVE CITY

AMERICAN FORK IRRIGATION
COMPANY

By: _____

By: _____

Name: Guy L. Fugal

Name: Ernest John

Its: Mayor

Its: President

Date: _____

Date: _____

LEHI IRRIGATION COMPANY

PLEASANT GROVE IRRIGATION
COMPANY

By: _____

By: _____

Name: Gary Thomas

Name: Mark Bezzant

Its: President

Its: President

Date: _____

Date: _____

EXHIBIT 1

Booth and McCarty Decrees

IN THE FOURTH JUDICIAL DISTRICT COURT, COUNTY OF UTAH, *Utah C*
STATE OF UTAH.

American Fork City,
a municipal corporation,
Plaintiff,

vs.

Pleasant Grove City,
a municipal corporation,
Defendant.

a-1603 (SS-7053) American Fork City
a-1685 (SS-7057) American Fork Irrigation Company
a-1945 (SS-7062) Lehi Irrigation Company
a-4353 (SS-7071) Lehi Irrigation Company
a-5202 (SS-7075) American Fork Irrigation Company
a-5203 (SS-7076) Pleasant Grove Irrigation Company
D E C R E E .

This cause came on regularly to be heard on the ____ day of January, 1901, and the hearing thereof continued from day to day until the ____ day of January, 1901, before the court sitting without a jury, upon the complaint of plaintiff and the answer of defendant. D.D. Houtz, Esq., George Sutherland, Esq., appearing as counsel for plaintiff, and Messrs. Thurman & Wedgwood as counsel for defendant, and the court having heard the proof produced by the respective parties and the arguments of counsel thereon, and having heretofore made and filed its findings of fact and conclusions of law, now, in accordance therewith, and on motion of S.R. Thurman Esq. of counsel for defendant, it is ordered, adjudged and decreed:-

That the plaintiff, American Fork City, is the owner of the right to control, regulate and distribute the following portions of American Fork Creek, situate in Utah County, Utah, to its inhabitants and to other persons, living in the vicinity of its corporate boundaries, the owners of the right to the use thereof, viz. From the twentieth day of September in each and every year to the first day of April of each succeeding year twenty-five thirty-thirds ($25/33$) of the total flow of the waters thereof.

From the first day of April to the fifteenth day of April to each and every year twenty-one and one half thirty-thirds ($21\frac{1}{2}/33$) of the total flow of the waters thereof. From the fifteenth day of April to the first day of July of each and every year twenty-five forty-seconds ($25/42$) of the total flow of the waters thereof. From the first day of July to the twentieth day of September of each and every year twenty forty-seconds ($20/42$) of the total flow of the waters thereof.

That the defendant, Pleasant Grove City, is the owner of the right to control, regulate and distribute the following portions of the waters of American Fork Creek, situate in Utah County, Utah, to its inhabitants and to other persons, living in the vicinity of its corporate boundaries, the owners of the right to the use thereof, viz., From the twentieth day of September of each and every year to the first day of April in each succeeding year two and one half thirty-thirds ($2\frac{1}{2}/33$) of the total flow of the waters thereof. From the first day of April to the fifteenth day of April of each and every year, six thirty-thirds ($6/33$) of the total flow of the waters thereof. From the fifteenth day of April to the first day of July of each and every year ten forty-seconds ($10/42$) of the total flow of the waters thereof. From the first day of July to the twentieth day of September of each and every year eight forty-seconds ($8/42$) of the total flow of the waters thereof.

And it is further ordered, adjudged and decreed that the title of the said parties, respectively, to the said quantities of the waters of said creek is good and valid, and that their title thereto, and that of each of them, is hereby quieted and confirmed as against each other, and that they, and each of them are hereby perpetually enjoined and restrained from in any manner, or at all, interfering with the control by the other of the quantity of the waters of said creek of which it is decreed to be the owner of the right to control, regulate and distribute as aforesaid, and said injunction shall extend to the officers, agents and servants of the said parties, and each of them, and to all persons acting for them, or in their interest.

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It is further ordered, adjudged and decreed that this court shall have and retain jurisdiction in this action for the purpose of appointing a commissioner to divide the waters of said creek among the parties hereto according to their respective rights as above set forth if the said parties are unable to so divide the same among themselves without contention and dispute, and for the purpose of from time to time making such orders in the premises in regard to the appointing of such commissioner and providing such rules for his actions as may be necessary.

It is further ordered, adjudged and decreed that the plaintiff pay the costs of this court and that each party pay the cost of its own witnesses.

Dated Feb. 26th, 1901

W.M. McCarty
Judge

IN THE DISTRICT COURT OF THE FOURTH
JUDICIAL DISTRICT STATE OF UTAH, COUNTY OF UTAH.

Ulah Co

P.C. Adamson, D.N. Adamson, E.H.
Boley, James Chipman, William
Chadwick, Alfred Houston, D.H.
Kelly, J.C. Healy, Richard Heal-
y, George Y. Myers, Ephraim Nash,
Mrs. Elithera D. Robinson, And-
rews Pearson, Robert Smith, Mary
Wesson, Louis Strasberg, George
Strasberg, E.W. Winn and Edward
Winn,

Plaintiffs,

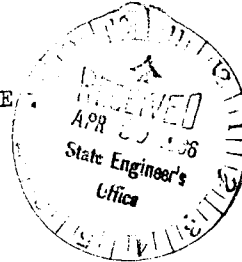
vs.

American Fork City, a municipal
corporation,

Defendant.

a-1685 (55-7057) American Fork
Irrigation Company

DECREE



Said cause came on for hearing on the 21st day of May, 1903. Plaintiffs were represented by J.W.N. Whitecotton and Samuel R. Thurman and said defendant by Samuel A. King and Arthur Brown. Testimony was taken in said cause and arguments made and the court does herewith file its findings of fact and in pursuance of said findings of fact it is hereby ordered and decreed that the said American Fork City as a municipal corporation has control of the waters of American Fork River as trustee and distributes the same to the people of American Fork City and adjacent thereto according to the rights therein; That the said City has acted as trustee for the original appropriators and distributed the waters thereto:

And it is ORDERED, ADJUDGED and DECREED that the acreage of the original appropriators is five thousand acres to which they are entitled to water in preference to any other persons.

And it is further ADJUDGED and DECREED that the plaintiffs made an appropriation subsequent to the original appropriation in what is known as the Surplus Ditch or Winn Ditch. That the acreage water by the said ditch is Four hundred and Fifty acres. That there are also other secondary appropriations to the amount of six hundred and fifty acres for which the said American Fork City, the said defendant, is trustee and distributes water to the said 650 acres.

It is hereby further ordered, adjudged and decreed that the time of the appropriation of water by the plaintiffs extends, and extends only from the 15th day of March to the 1st day of July in each and every year, and that prior to the 15th day of March and after 1st day of July the said defendant is not required to distribute any water to the said plaintiffs;

That the said original appropriators are entitled to seventy five cubic feet per second passing the weir of said defendant at the mouth of American Fork Canyon; That if the seventy five cubic feet per second should not be sufficient (of) irrigate the five thousand acres of the first appropriation then this court retains jurisdiction for the purpose of re-dividing the water to the extent to give sufficient to the defendant to enable it to execute its trust to the original appropriators and that after the said original appropriators have been satisfied to the extent of seventy five cubic feet and until the further order of this court it is ordered that the said defendant shall distribute and give to the said plaintiffs at their ditch 4-1/2/11 of the surplus over the said seventy-five cubic feet.

That the said American Fork City, the defendant, shall have the sole control over the said River and the said ditches so far as it extends to the dam of said plaintiff and shall distribute at their dam on the basis heretofore ordered.

It is further ordered that the expense of the division and distribution of the water is to be made by and under the direction of

MICROFILMED

American Fork City water master with such assistants as he may require, and at the expense of the defendant. That the plaintiffs are to pay for the expenses of any further necessary appliances for such measurement, division and distribution to them;

It is further ordered that the plaintiffs pay the court costs in this case and that each party pay their own witnesses.

That reference is hereby made to the findings of fact in this cause to be read in connection with this decree and as a part thereof.

Dated Provo, Utah

J.E. Booth

Oct. 2, 1903.

Judge.

RESOLUTION NO. 2021-046

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY APPROVING AN EXTENSION TO THE TWELVE-MONTH TIME LIMIT FOR FINAL PLAT EFFECTIVENESS FOUND IN TITLE 11 CHAPTER 7 SECTION 5 OF THE PLEASANT GROVE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Section 11-7-5 currently states that “approval of a final plat by the City Engineer or the City Council shall remain effective for a period of twelve months. Thereafter, such approval shall expire unless an extension has been granted. . . ;” and

WHEREAS, the worldwide pandemic of COVID-19 has affected the completion of development approvals already granted; and

WHEREAS, requiring each of those delayed projects to come to the City Council individually to request an extension would be burdensome; and

WHEREAS, the City Engineer has recommended that the City Council consider granting an extension to those development projects that received approval after October 2019 and before December 2021; and

WHEREAS, the City Council finds that the granting an extension of and additional twelve months to development projects receiving final development approval after October 2019 and before December 2021 is in the public interest.

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

SECTION 1.

Development projects that received final approvals from either the City Engineer or City Council for final plats during the 2020 calendar year are hereby granted a twelve-month extension from the date they would have been expired without having to come back to the City for re-approval, nor

shall they be required to meet new construction requirements. Said extension is applicable only to those developments that had construction delays attributed to COVID19. Proof of the cause of delay must be provided to the Community Development Director to qualify for the extension.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this
7th day of September, 2021.

Guy L. Fugal Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

RESOLUTION NO. 2021-047

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A TECHNICAL PLANNING ASSISTANCE COOPERATIVE AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) TO UPDATE THE PLEASANT GROVE CITY TRANSPORTATION MASTER PLAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utah Legislature appropriated money for the Technical Planning Assistance Program (“Program”) pursuant to Utah Code Section 63J-1-206, and UDOT awarded the funding provided for under this Agreement to Pleasant Grove City pursuant to a competitive process that specified requirements applicable to the funding; and

WHEREAS, the funding is intended to help local governments plan for future land use and transportation within their municipal jurisdiction; and

WHEREAS, funds from this Program must be used to pay for costs of an approved scope of work pursuant to the competitive award; and

WHEREAS, Pleasant Grove City has committed a local match amount for an approved scope of work in order to receive Program funding appropriated by the legislature through UDOT; and

WHEREAS, City’s approved project is to update the Transportation Master Plan; and

WHEREAS, UDOT will fund \$60,000.00 towards the project and City will fund a match of \$20,000.00 for the project;

WHEREAS, it is agreed by and between both parties to enter into the Cooperative Agreement; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of Pleasant Grove to enter into the Cooperative Agreement with UDOT.

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

SECTION 1.

The Mayor is authorized to enter into the Technical Planning Assistance Program Funds Cooperative Agreement with UDOT regarding grant funding and matching funds to update the City Transportation Master Plan. Said Agreement which is attached hereto and incorporated herein as Exhibit “A”.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH
this, 7th day of September, 2021

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, City Recorder

Motion: Council Member _____

Second: Council Member _____

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

RESOLUTION NO. 2021-048

A RESOLUTION TO AUTHORIZE THE PLEASANT GROVE CITY ENGINEER AND PUBLIC WORKS DIRECTOR TO SUBMIT APPLICATION FOR THE FEDERAL AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) GRANT TO FUND FLOOD PROTECTION/STORM WATER IMPROVEMENTS TO THE FLOOD CHANNEL THAT CARRIES STORM WATER FROM PLEASANT GROVE TO OUTFALL IN UTAH LAKE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature, through HB 1004 (COVID-19 Grant Program Amendments) appropriated \$50 Million dollars to the Governor’s Office of Planning and Budget for a statewide grant program to allow local governments to complete local and regional ARPA eligible projects; and

WHEREAS, Pleasant Grove City wishes to apply for funding for an eligible Project under the terms of the Grant in the amount of approximately \$2 million dollars; and

WHEREAS, Pleasant Grove City understands that the grant monies are matching funds and that City will be required to approve budget appropriations for the required funding match which is 50% of the project which is approximately \$3,300,000.00 dollars; and

WHEREAS, City has identified previously received ARPA funds as the source of the City’s match; and

WHEREAS, the project is expected not to exceed \$5,500,000.00 dollars; and

WHEREAS, Pleasant Grove City will utilize the ARPA funding to fund flood protection and storm water drainage improvements to the flood channel that carries storm water from Pleasant Grove and Lindon under I-15 and ultimately out to Utah Lake; and

WHEREAS, a joint project with Lindon will also contribute some funds to the project; and

WHEREAS, these infrastructure needs are required to protect the public health by providing collection and transfer of stormwaters through Pleasant Grove City to prevent flooding and to comply with federal regulations regarding storm water discharges; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Pleasant Grove City to authorize the Pleasant Grove City Engineer and Public Works Director to apply for said funds.

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

SECTION 1.

The Mayor hereby authorizes the Pleasant Grove City Engineer and Public Works Director to apply for the 2021 ARPA grant from the Governor's Office of Planning and Budget to fund flood protection/storm drain water drainage improvements in an amount of approximately \$2 million dollars.

SECTION 2.

This Resolution shall take effect upon its adoption by the City Council of Pleasant Grove.

ADOPTED by the City Council of Pleasant Grove City, Utah, this 7th day of September, 2021.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

RESOLUTION NO. 2021-049

A RESOLUTION TO AUTHORIZE THE PLEASANT GROVE CITY ENGINEER AND PUBLIC WORKS DIRECTOR TO SUBMIT APPLICATION FOR THE FEDERAL AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”) GRANT TO FUND THE DEVELOPMENT OF A NEW CULINARY WATER WELL IN THE GROVE AREA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature, through HB 1004 (COVID-19 Grant Program Amendments) appropriated \$50 Million dollars to the Governor’s Office of Planning and Budget for a statewide grant program to allow local governments to complete local and regional ARPA eligible projects; and

WHEREAS, Pleasant Grove City wishes to apply for funding for an eligible Project under the terms of the Grant in the amount of approximately \$ 1 million dollars; and

WHEREAS, Pleasant Grove City understands that the grant monies are matching funds and that City will be required to approve budget appropriations for the required funding match which is 75% for this project or approximately \$4.4 million dollars; and

WHEREAS, City has identified funding sources for the City’s match; and

WHEREAS, Pleasant Grove City will utilize a low interest loan from the Division of Drinking Water for \$3,750,000.00 and \$700,000.00 of City funds to fund development of the new culinary water well; and

WHEREAS, the total cost of the project is not expected to exceed \$5,500,000.00; and

WHEREAS, these infrastructure needs are required to protect the public health by providing clean drinking water to the citizens of Pleasant Grove, and to provide some redundancy in the culinary water service system for the City; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Pleasant Grove City to authorize the Pleasant Grove City Engineer and Public Works Director to apply for said funds.

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

SECTION 1.

The Mayor hereby authorizes the Pleasant Grove City Engineer and Public Works Director to apply for the 2021 ARPA grant from the Governor’s Office of Planning and Budget to fund the development of a new culinary water well.

SECTION 2.

This Resolution shall take effect upon its adoption by the City Council of Pleasant Grove.

ADOPTED by the City Council of Pleasant Grove City, Utah, this 7th day of September, 2021.

Guy L. Fugal, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, MMC
City Recorder

Motion: Council Member _____

Second: Council Member _____

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

Thursday, September 2, 2021

Mayor Guy Fugal
70 South 100 East
Pleasant Grove, Utah 84062

Subject: 3 Year Striping and Pavement Messages Contract

Dear Mayor,

We requested proposals from 4 striping companies for a 3-Year Striping and Pavement Messages Contract. There were 2 proposals submitted for this contract and they have been reviewed and scored by the Public Works Department based on predetermined criteria set forth in the RFP. All Star Striping had the highest score of 85.

We recommend the attached proposed unit price contract be awarded to All Star Striping. We have checked their license, and references and have found everything in order. The intent of this contract is to have All Star Striping install striping and pavement messages as found necessary by our streets or engineering departments. The estimated annual cost of this contract is not intended to have a specified amount. The amount paid on this contract will change each year based on the identified needs for striping on the existing pavements and the capital streets, facilities, or utility projects that are awarded during a given year. It is intended that the funds to pay for this work will be out of our Class C road maintenance funds or out of the specific project funds that have been previously approved by City Council.

Attached are two (2) copies of the Notice of Award if the City so chooses to award this project to All Star Striping.

Sincerely,

Marty Beaumont, P.E.
Public Works Director

NOTICE OF AWARD

To: All Star Striping
1255 West 2550 South
Suite B
Ogden, Ut 84401

PROJECT Description: Pleasant Grove City – 3-Year Striping and Pavement Messages Contract.

The OWNER has considered the Proposal submitted by you for the above-described WORK in response to its RFP dated 8/17/2021

You are hereby notified that your Bid Proposal has been accepted for the intent of this contract is to have All Star Striping install striping and pavement messages as found necessary by our streets or engineering departments. The estimated annual cost of this contract is not intended to have a specified amount. The amount paid on this contract will change each year based on the identified needs for striping on the existing pavements and the capital streets, facilities, or utility projects that are awarded during a given year. It is intended that the funds to pay for this work will be out of our Class C road maintenance funds or out of the specific project funds that have been previously approved by City Council.

You are required by the Request for Proposals to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____ 2021.

Pleasant Grove City
Owner

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF
AWARD is hereby acknowledged

By _____
Guy Fugal, Mayor

By _____

Attest: _____
Kathy T. Kresser, City Recorder

this the _____ day of _____, 2021.

By _____

Title _____



P.O Box 3225
Ogden, Utah 84409

O. 801-399-0099 // F. 801-399-2299

8/30/2021

Pleasant Grove
Department of Public Works
Engineering Division
323 West 700 South
Pleasant Grove, Utah 84062

BID PROPOSAL

2021 Roadway Striping and Pavement Message Services 3-Year Striping and Pavement Messages Contract

RFP #2021-26

Attn: Director of Public Works
Pleasant Grove, Utah

To Whom It May Concern,

The undersigned, having familiarized herself with the Proposal and Contract Documents, site, location, and conditions of the Work as prepared by Pleasant Grove Public Works Engineering Division, 323 West 700 South, Pleasant Grove, Utah 84062, by submission of this Bid Proposal, hereby agrees to complete the Work for the total sum submitted by All Star Striping in this electronic proposal packet.

All Star Striping LLC.

Signature: _____

Print Name: Lauren Rogers

Title: President

Business Address: 1255 West 2550 South
Suite B
Ogden, Utah 84401

Lauren@allstarstriping.com

Pleasant Grove City
323 West 700 South
Pleasant Grove, Utah 84062



FOR PROJECT:
Roadway Striping and Pavement Message Services;
3-Year Striping and Pavement Messages Contract

Description	Quantity	Rate	Total
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Roadway Striping Estimated Gallons

Pavement Marking Paint White and Yellow 4" & 8". Billed per Gallon	1800	\$38.31	\$68,958.00
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Pavement Messages Estimated Quantities

Stop Bar and Crosswalk 12" Wide. Billed per Lineal Foot of 12" Line Painted	3500	\$1.50	\$5,250.00
Letters. Billed per Each Letter	24	\$10.00	\$240.00
Left, Right or Straight Arrows. Billed per Each	50	\$40.00	\$2,000.00
Straight with Left or Right Arrows. Billed per Each	8	\$80.00	\$640.00
Bike Lane Symbol w/Arrow. Billed per Each	30	\$50.00	\$1,500.00
24" X 38" Yield Line Triangles. Billed per Each	20	\$10.00	\$200.00
Accessibility Parking Symbol. Billed per Each	55	\$45.00	\$2,475.00
Paint 4" Parking Stall Lines. Billed per Lineal Foot of 4" Line Painted	33000	\$0.35	\$11,550.00

*Remove Pavement Message or Striping by Water Blasting

Remove 4" Striping by way of Waterblasting. Billed Per Lineal Foot of 4" Line Removed	1000	\$1.00	\$1,000.00
Remove 8" Striping by way of Waterblasting. Billed Per Lineal Foot of 4" Line Removed	1	\$2.00	\$2.00
Remove 12" Crosswalk or Stop Bar by way of Waterblasting. Billed Per Lineal Foot of 12" Line Removed	800	\$3.00	\$2,400.00
Remove Pavement Message by way of Waterblasting. Billed per Each, As per UDOT Payment Schedule.	8	\$55.00	\$440.00

Mobilization Charge. For Task Orders under \$5,000.00. Billed per Task Order.	1	\$1,500.00	\$1,500.00
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Total **\$98,155.00**



8/30/2021

Pleasant Grove City
Department of Public Works
323 West 700 South
Pleasant Grove, Utah 84062

Regarding:
Roadway Striping and Pavement Message Services Bid

For Project:
2021; 3-Year Striping and Pavement Messages Contract – RFP #2021-26

COMPANY QUALIFICATION AND PROJECT TEAM LETTER
Project Understanding and Scope

To Whom It May Concern,

ENTITY INFORMATION:

ALL STAR STRIPING LLC.
Incorporated – 2000
Entity Type – LLC
Contractor License – Utah 6130031-5501 (Exp. 11/30/2021)
Business License – Ogden City No. 1021229 (Exp. 3/31/2022)



PROJECT EQUIPMENT LIST:

- 1.) EZ Liner Paint Truck (500 Gallon Capacity)
- 2.) Mark Rite Lines Paint Truck (850 Gallon Capacity)
- 3.) Graco Push Stripers / Line Drivers
- 4.) StripeHog SH8000 Water Blasting Truck
- 5.) Liquidator Water Blasting Truck

PROJECT TEAM AND KEY PERSONNEL CONTACT LIST

Lauren Rogers:

Administration and Contracting – 13 Years' Experience.

PO Box 3225 Ogden, UT 84409

Office # 801-399-0099, Cell # 801-608-7088

Email – lauren@allstarstriping.com

Jeff Anderson:

Estimating and Scheduling – 9 Years' Experience (Estimating/Scheduling) and 15 Years' Experience construction Site Superintendent.

PO Box 3225 Ogden, UT 84409

Office # 801-399-0099, Cell # 801-814-2553

Email - jeff@allstarstriping.com

Ben Rogers:

Project Management and Field Operations – 21 Years' Experience.

PO Box 3225 Ogden, UT 84409

Office # 801-399-0099, Cell # 801-775-8587

Email - ben@allstarstriping.com



Key Operation Field Staff:

Name: Ben Rogers
Role: Project Manager, Operations Manager
Years of Industry Experience: 21
Years employed by All Star Striping LLC: 17

Name: Jason Fifield
Role: Paint Truck Driver / Road Crew Lead (Jason is also well-versed operating the Graco push machines and cross-trained on Water Blaster Operation.)
Years of Industry Experience: 8
Years employed by All Star Striping LLC: 5

Name: Larry Lee
Role: Water Blasting Truck Technician (for paint and rubber removal)
& Hand work / push machine operator
Years of Experience: 5
Years employed by All Star Striping LLC: 5

Name: Andrew Gonzales
Role: Stencil Crew Lead / Striping Crew Lead (Andrew is well versed operating the Graco push machines for Airfield, Road and Parking lot striping Operations.)
Years of Industry Experience: 3
Years employed by All Star Striping LLC: 3

Name: Patrick Beil
Role: Paint Truck Operator
Years of Industry Experience: 6
Years employed by All Star Striping LLC: 3



Our All Star Striping LLC. team is thoroughly familiar with all road striping processes and procedures. We understand safety systems and recognize scheduling deadlines and time sensitivity. We are highly experienced in the mechanics of all applicable machinery, the application of, and specification compliance, relevant to the requested materials for this pavement marking project. We are competent, qualified, and take pride in our 100% successful completion rate of servicing various municipalities, both past and present.

AVAILABILITY AND SCHEDULE

All Star Striping is proud to boast, we have NEVER missed a deadline on any contract we've been awarded. We are extremely strategic in bidding; cautious and proactive about how much work we take on each year. This approach preserves the level of service and quality our customers have become accustomed to and maintains the platform we've built our reputation on over the years.

As Pleasant Grove issues each task order to All Star, we plan to communicate effectively, both in verbal and written form. By evaluating scope details, clarifying any questions, and collaborating with the city to produce a schedule which will work for both parties, we are confident this project will run efficiently.

In order for this partnership to be successful, and for All Star to exceed in meeting the needs of Pleasant Grove, both parties will need to be committed to effective communication. As previously stated, we make every effort to generate a workload which allows this company to be as flexible and accommodating to our customers as possible. We feel confident, with adequate advanced notice, we will be available to complete requests in a satisfactory timeframe. We are committed to always answering your phone calls, clearly communicating our availability, and most importantly, we will FOLLOW THROUGH on any commitments we make.

Thank you for the bidding opportunity, and we look forward to providing an excellent service to the great city of Pleasant Grove on this upcoming 2021 striping project.

Thank you for your time,

Lauren Rogers
President

lauren@allstarstriping.com



RELEVANT EXPERIENCE:
SUCCESSFULLY PERFORMED CONTRACTS OF SIMILAR SCOPE

Contractor	Job Name	Completed	Description	Total Amount
Ogden City	Municipal Maintenance Contract	2015-2017	Road – Pavement Marking & Water Blasting	397,295.59
		2018-2019		542,461.66
		2020-2021	(2021 Amount Based off contract)	460,420.91
Lehi City	Municipal Maintenance Contract	2015-2017	Road – Pavement Marking & Water Blasting	374,947.05
		2018-2019		298,393.66
		2020-2021	(2021 Amount Based off contract)	362,000.00
Roy City	Various Maintenance	2016-2021	Road - Pavement Marking	113,557.00
American Fork City	Municipal Maintenance Contract	2015-2017	Road - Pavement Marking	195,769.48
		2018-2019		190,318.32
		2020-2021	(2021 Amount Based off contract)	172,580.90
IMS	UDOT; I-215	2016-2017	Road – Water Blasting	189,206.09
Morgan Pavement	Draper City	2015-2017	Road – Pavement Marking	164,229.40
		2018		119,139.25
		2019		60,592
Bountiful City	Municipal Maintenance Contract	2015-2017	Road – Pavement Marking	153,962.54
		2018-2019		162,738.96
		2020-2021		186,61.53
Morgan Pavement	Sandy City	2015-2017	Road – Pavement Marking	122,800.72
		2018		72,819.13
North Ogden City	Municipal Maintenance Contract	2015-2017	Road – Pavement Marking	61,465.72
		2018-2020		61,787.24
Tooele County	Maintenance Contract	2019-2021	Road – Pavement Marking	152,854
Highland City	Maintenance Contract	2021	Road – Pavement Marking	15,138.00
Ralph L. Wadsworth	UDOT; I-80 Parleys Truck Climbing Lane	2018	Road – Pavement Marking and Water Blasting	122,818.00
West Wendover City	West Wendover City	2018-2021	Road – Pavement Marking	170,587.77

* This list of All Star's successfully completed (and current) municipal contracts dating from 2015-2021, is not exhaustive. Please contact Lauren Rogers for additional details, if necessary, 801-399-0099. *

Pleasant Grove Public Works
323 West 700 South
Pleasant Grove, UT 84062
801-785-2941

Attachment A

Pleasant Grove City
Engineering Department
3-Year Striping and Pavement Messages Contract

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by Pleasant Grove City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name: ALL STAR STRIPING LLC.		
Address: 1255 WEST 2550 SOUTH, SUITE B		
OGDEN, UTAH 84401		
Representative: LAUREN ROGERS		
Title: PRESIDENT		
Phone: 801-399-0099	Fax: 801-399-2299	
Email address: LAUREN@ALLSTARSTRIPING.COM		
Insurer: ACUITY	Policy #: X73244	Coverage Amounts: SEE ATTACHED.

Signature of authorized representative:


Date: 8-30-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Insurance & Central Bond Services, Inc. 746 East Winchester St Suite 120 Salt Lake City UT 84107	CONTACT NAME: Mandy Stallings PHONE (A/C, No, Ext): (801) 566-7272 FAX (A/C, No): (801) 566-7274 E-MAIL ADDRESS: mandy-stallings@leavitt.com
INSURED All Star Striping PO Box 3225 Ogden UT 84409	INSURER(S) AFFORDING COVERAGE INSURER A: ACUITY NAIC # 14184 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21/22 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blnkt Addl Ins ☒ Blnkt WOS GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	Y	X73244	6/22/2021	6/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	Y	X73244	6/22/2021	6/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			X73244	6/22/2021	6/22/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A Y	X73244	6/22/2021	6/22/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M Stallings/MASTAL

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PO Box 841
Valley Forge PA 19482
1-800-55-BEADS
www.pottersbeads.com

AASHTO M247-11 TYPE 1 GLASS BEAD MARKING SPHERES

GENERAL REQUIREMENTS

The beads shall be clear, smooth and spherically shaped and shall conform to the following specific requirements.

- 1.1 **Gradation** – The **AASHTO M247-11 TYPE 1** glass beads shall meet the gradation requirements as given from FP-03 Table and below and shall be tested in accordance to ASTM D1214 and AASHTO PP-74-13 :

US Sieve No.	Microns	Mass % Passing
16	1180	100
20	850	95-100
30	595	75-95
50	297	15-35
100	149	0-5

- 1.2 **Roundness** – **AASHTO M247-11 TYPE 1** safety spheres shall be at least 70% round by Computerized Optical Method (AASHTO PP-74-13) or approved equivalent in accordance with AASHTO T 346-13 Section 6. %Rounds may increase to meet local specification enhancement.

- 1.3 **Refractive Index** – The **AASHTO M247-11 TYPE 1** glass beads shall have a refractive index of 1.50 to 1.55.

- 1.4 **Coating** – The **AASHTO M247-11 TYPE 1** can be ordered with coatings to meet or exceed each state or paint manufacturer specification, typically an Adherence Enhancing or Dual Coating.

2.0 APPLICATION SPECIFICATIONS

AASHTO M247-11 TYPE 1 Glass Bead Drop rates in lbs./100 sq. foot				
System	High build Waterborne	Epoxy	Thermoplastic	Notes
Single Drop	6-8	10-12	10-12	
Double Drop with M247 Type 1	8-10 8	8-10 8	6-8 8	

AASHTO M247-11 TYPE 1 GLASS BEAD MARKING SPHERES 05062015

These materials are provided for the information of the recipient only and nothing contained herein shall constitute a representation or warranty of any kind by Potters Industries LLC. The recipient cannot rely on the information set forth herein for any reason, and any such reliance shall be at the recipient's sole risk.

EF Series

Fast Dry Waterborne Traffic Paint

PRODUCT DATA

Product Type: **Standard Fast Dry Waterborne**
Product Code: **985201 985202**
Product Color: White (37925) Lead Free Yellow (33538)
Fed 595B Color STD
Description: WB WHT FAST DRY 1952F 1/2
WB YEL FAST DRY 1952F 1/2
Specification: Meets Federal Spec TT-P-1952F Type I & II
Effective Date: July 27, 2016

Product Description:

A user friendly, high solids, fast drying waterborne traffic paint suitable for application by airless or air atomized equipment. May be used to stripe roadways, airports and parking lots with or without pressure applied glass beads. It offers all of the benefits of a water reducible paint, and quickly dries to a no track condition. This paint meets TT-P-1952F Types I & II.

Product Advantages:

- Non-flammable and below 150 VOC
- Product reduces and cleans up with water
- Performs equally well on both asphalt and concrete
- Paint demonstrates excellent bead retention
- Keeps traffic control to a minimum when striping
- Can be used for symbols, legends and lane marking

Packaging:

This paint is available in 5 gallon pails, 55 gallon drums and 275 gallon totes. Other packaging available on request.

Storage:

Shelf life of the unopened product is one year from date of manufacture with proper storage and minimal agitation. Proper storage includes inside or covered, above 35° F (3° C), and out of direct sunlight. Outside storage for short intervals is acceptable.

Conditions for Application:

All surfaces must be clean, dry and free from oil, grease, antifreeze, loose sand, aggregate and chipping/peeling existing striping. Any curing compounds used on new concrete must be mechanically abraded off prior to striping. When striping on freshly sealed surfaces use caution as some sealers can affect the curing and adhesion of traffic paint. When in doubt, always test adhesion. For complete drying and minimum dirt retention when striping parking lots, the lots should be closed to traffic for two hours minimum after painting. New asphalt and concrete should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

Coverage:

1 gallon yields 320 feet of 4" stripe @ 15 mils; 400 feet of 4" stripe @ 12 mils.

Physical Characteristics:

% Total solids/weight:	75% minimum
% Total Solids/volume:	60% minimum
Weight % Pigment Solids:	60-62%
Viscosity in Krebs Units:	80-90
White Reflectance (Y value):	85 minimum
TiO ₂ in white:	1 lbs minimum
TiO ₂ in yellow:	0.2 lbs minimum
Hiding at 5 mils wet:	0.92 minimum
VOC in grams per liter:	150 maximum
Weight per gallon:	13.4 minimum

Dry Time: Without drop on glass beads, this paint dries to a lab ASTM D711 no pickup in less than 10 minutes @ 15 mils when ambient and surface temperature are 77° F at 50±5% humidity. When glass beads are applied at a rate of at least 6 pounds per gallon to a 15 mil wet line, the field applied paint will dry to an ASTM D713 no-track in less than 2 minutes when applied at the weather conditions above.

Limitations: Applying a test strip to determine dry to no-pickup time when the humidity is higher than 65%. Cone whenever necessary.

- Do not heat paint in striping system above 110°F.
- Do not apply when temperatures are below 50 F.
- Do not apply when rain is forecast.
- Do not apply when temperatures are near or below the dew point or rain is forecast within 1 hour.
- Do not thin more than 5% with water and then use immediately.
- Do not apply if temperature is expected to fall below freezing for 6 hours after application.



ENNIS-FLINT
A Traffic Safety Solutions Company

800.331.8118

sales@ennisflint.com

www.ennisflint.com

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The product data offered herein is, to the best of our knowledge, true and accurate, but all recommendations are made without warranty, expressed or implied. Because the conditions of use are beyond our control, neither Ennis-Flint nor its agents shall be liable for any injury, loss or damage, direct or consequential, arising from the use or the inability to use the product described herein. As Ennis-Flint has neither control over the installation of product described herein nor control of the environmental factors the installed markings are subjected to, there is no guarantee as to the durability or the retroreflective properties of any marking system applied. No person is authorized to make any statement or recommendation not contained in the Product Data, and any such statement or recommendation, if made, shall not bind the Corporation. Further, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing patents, and no license under the claims of any patent is either implied or granted.



Thursday, September 2, 2021

Mayor Guy Fugal
70 South 100 East
Pleasant Grove, Utah 84062

Subject: Micro Surfacing 2021 Project

Dear Mayor,

Attached is the bid tabulation for the Micro Surfacing 2021 Project.

The low bidder was Geneva Rock Products, Inc. with a Base Bid plus additive alternate 1 and 2 price of \$884,502.08 which was 2.2 percent lower than the engineers estimate. There was a total of two bidders on the project with an average base bid plus additive alternate 1 and 2 price of \$1,000,183.82.

We recommend the project Base Bid be awarded to Geneva Rock Products, Inc. for a total of \$884,502.08. We have checked their license, and references and have found everything in order.

Attached are three (2) copies of the Notice of Award if the City so chooses to award this project to Miller Paving.

Sincerely,

Marty Beaumont, P.E.
Public Works Director

DOCUMENT 003600

NOTICE OF AWARD

To: Geneva Rock Products, Inc
1565 W 400 N
Orem, UT 84057

PROJECT Description: Pleasant Grove City – Micro Surfacing 2021

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated August 2021, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$884,502.08.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____ 2020.

Pleasant Grove City

Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF
AWARD is hereby acknowledged

Title Mayor

By _____

this the _____ day of _____, 2020.

By _____

Title _____

Micro Surfacing 2021 Project
Project Number: 2021-24
Bid Tabulation

Contractors
Geneva Rock Products, Inc.
Intermountain Slurry Seal, Inc.

Base Bid	Bid with Additives
\$748,945.61	\$884,502.08
\$935,052.75	\$1,115,865.55
Average	\$841,999.18
	\$1,000,183.82

UNIT PRICE SCHEDULE - BASE BID A - Micro Surfacing 2021				Engineer's Estimate		Geneva Rock Products, Inc.		Intermountain Slurry Seal, Inc.			
Item #	Description	Unit	Quantity	Unit Price	COST		Unit Price	COST		Unit Price	COST
1	Mobilization	LS	1.00	\$75,000.00	\$75,000.00		\$30,000.00	\$30,000.00		\$36,000.00	\$36,000.00
2	Traffic Control	LS	1.00	\$28,500.00	\$28,500.00		\$48,500.00	\$48,500.00		\$58,000.00	\$58,000.00
3	Micro Surface	SY	124,134.00	\$2.50	\$310,335.00		\$2.89	\$358,747.26		\$3.20	\$397,228.80
4	Adjust Valve Boxes to Grade	Each	28.00	\$750.00	\$21,000.00		\$600.00	\$16,800.00		\$1,070.00	\$29,960.00
5	Adjust Manholes to Grade	Each	14.00	\$900.00	\$12,600.00		\$800.00	\$11,200.00		\$1,370.00	\$19,180.00
6	Railroad Crossing Requirements	LS	1.00	\$10,000.00	\$10,000.00		\$11,000.00	\$11,000.00		\$12,350.00	\$12,350.00
7	2" Mill	SY	25,057.00	\$2.70	\$67,653.90		\$1.55	\$38,838.35		\$2.35	\$58,883.95
8	HMA - 2" Thick	Ton	2,820.00	\$85.00	\$239,700.00		\$73.00	\$205,860.00		\$100.00	\$282,000.00
9	Striping and Pavement Messages	LS	1.00	\$7,000.00	\$7,000.00		\$28,000.00	\$28,000.00		\$41,450.00	\$41,450.00
BASE BID A TOTAL				\$771,788.90				\$748,945.61			\$935,052.75

UNIT PRICE SCHEDULE - Additive Alternate #1 - Locust Ave (200 South to 1000 South)											
Engineer's Estimate						Geneva Rock Products, Inc.				Intermountain Slurry Seal, Inc.	
Item #	Description	Unit	Quantity	Unit Price	COST		Unit Price	COST		Unit Price	COST
1	Mobilization	LS	1.00	\$6,000.00	\$6,000.00		\$500.00	\$500.00		\$2,340.00	\$2,340.00
2	Traffic Control	LS	1.00	\$4,000.00	\$4,000.00		\$2,000.00	\$2,000.00		\$6,900.00	\$6,900.00
3	Micro Surface	SY	20,583.00	\$2.50	\$51,457.50		\$2.89	\$59,484.87		\$3.60	\$74,098.80
4	Striping and Pavement Messages	LS	1.00	\$1,500.00	\$1,500.00		\$5,500.00	\$5,500.00		\$6,700.00	\$6,700.00
		Additive #1 TOTAL			\$62,957.50		\$67,484.87				\$90,038.80

UNIT PRICE SCHEDULE - Additive Alternate #2 - 300 East (State Street to 500 North)											
Engineer's Estimate						Geneva Rock Products, Inc.			Intermountain Slurry Seal, Inc.		
Item #	Description	Unit	Quantity	Unit Price	COST		Unit Price	COST		Unit Price	COST
1	Mobilization	LS	1.00	\$7,600.00	\$7,600.00		\$500.00	\$500.00		\$2,340.00	\$2,340.00
2	Traffic Control	LS	1.00	\$5,000.00	\$5,000.00		\$2,000.00	\$2,000.00		\$6,900.00	\$6,900.00
3	Micro Surface	SY	20,440.00	\$2.50	\$51,100.00		\$2.89	\$59,071.60		\$3.60	\$73,584.00
4	Striping and Pavement Messages	LS	1.00	\$6,000.00	\$6,000.00		\$6,500.00	\$6,500.00		\$7,950.00	\$7,950.00
		Additive #1 TOTAL			\$69,700.00		\$68,071.60				\$90,774.00

COMBINED BASE BID A WITH ADDITIVE ALTERNATE #1 AND #2				Engineer's Estimate		Geneva Rock Products, Inc.		Intermountain Slurry Seal, Inc.	
Combined total				\$904,446.40		\$884,502.08		\$1,115,865.55	

To: Pleasant Grove City Council

Date: May 20, 2021

From: Timpanogos Chapter of the National Society of the Sons of Utah Pioneers
Frank Mills, Chapter President

Subject: Approval for the Construction of a Historical Monument about Soft-Rock
Buildings in Pleasant Grove

Background:

Earlier in May, Frank Mills, Timpanogos Chapter President discussed with Mayor Fugal the possibility of building a monument honoring the construction of unique soft-rock building in Pleasant Grove. Mayor Fugal referred Frank to speak with the Parks Director, Deon Giles, about the possible location of a monument.

May 10, 2021, Frank Mills and Dan Adams met with Deon Giles near the historic Town Hall building and decided the best location for a monument about soft-rock buildings would be near the front steps to the Town Hall. No interference with sprinkling systems and an appropriate place near the historic soft-rock building.

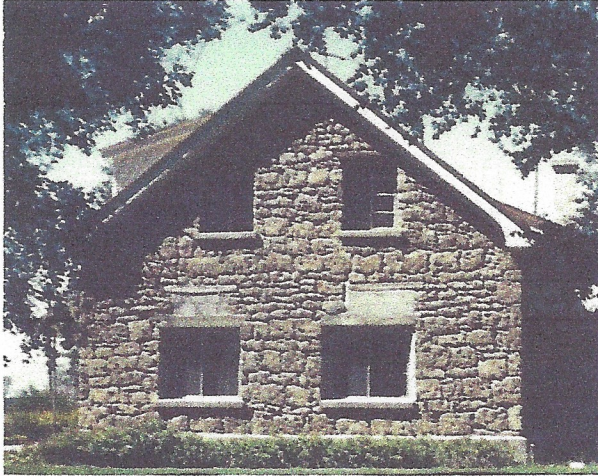
Mr. Giles indicated that approval of the wording on the monument plaque, details about the monument's construction and approval of the monument's location by the City Council would be required before construction begins.

This letter is submitted to request that approval.

_____Proposed Wording on the Plaque on page 2_____

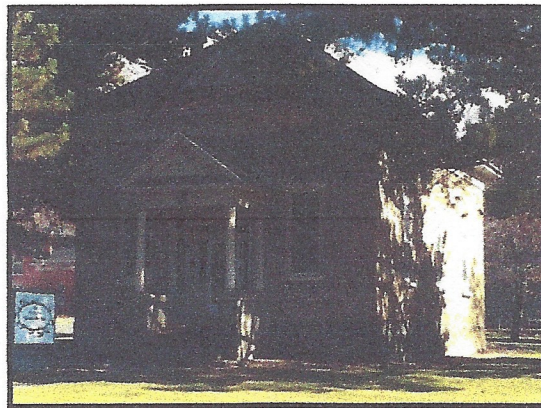
Soft-Rock Buildings in Pleasant Grove, Utah

The pioneers who settled Pleasant Grove found a unique type of building rock northeast of the town. The rock was a soft, porous limestone formed when minerals in water accumulate around vegetation. The pioneers called it "Soft-Rock" because when in the ground, they could easily cut it into blocks with a saw or axe. Soft-Rock had excellent insulating qualities to keep structures warm in the winter and cool in the summer. Geologists call the rock "Tufa". Between 1865 and 1900 over 100 buildings were erected using Soft-Rock including the first Town Hall, next to the monument and the Ashton/Driggs house south of this site.



In 2021, only 19 Soft-Rock buildings remain with the original rock walls visible. Many other Soft-Rock buildings are hidden under stucco or siding. The Soft-Rock on top of this monument is a remnant of the K.V. and Gwen Adams House pictured (built in 1880 and demolished in 2012). The visible notch was cut with an axe to support a window. Historical information about the Pleasant Grove Soft-Rock Buildings is in the city library.

The SUP Soft-Rock Buildings Monument is proposed to be placed to the right of the front steps of the Historic Pleasant Grove Town Hall.(pictured)



Monument Construction Details: The proposed “Soft-Rock Buildings” Monument will be built with a reinforced concrete foundation 5 feet square and 3 1/2 inches thick. Rebar reinforcement will extend 4 feet up out of the foundation inside each corner of a 24-inch square concrete block inner structure. Six layers of 8-inch-high concrete block will be laid and filled with concrete grout around the rebar. Two additional rebars will extend into the large soft-rock stone on top of the monument. Around the sides of the monument smaller soft-rock stones will be mortared into place. An engraved granite tile plaque will be attached to the large soft-rock stone on top.

Picture of the Soft-Rock Stone to be used on top of the monument. It is 20 inches wide and 18 inches tall.



The following is a pencil drawing of the monument concept.

