



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

Notice is hereby given that the Pleasant Grove City Council will hold a **regular meeting at 6:00 p.m. on Tuesday September 17, 2013** in City Council Chambers, 86 East 100 South, Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend and comment.

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **OPENING REMARKS**
4. **APPROVAL OF MEETING'S AGENDA**
5. **CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a. City Council and Work Session Minutes:
City Council Minutes for the August 7, 2013 meeting.
City Council Special Meeting Work Session Minutes for August 12, 2013.
 - b. To consider for approval Nanette Clark as an Arts Commission member.
 - c. To consider for approval paid vouchers for (May 20, 2013)
6. **OPEN SESSION**
7. **BUSINESS**
 - A. Interview applicants for City Council vacancy.
 - B. **Executive session to discuss the character, professional competence or physical or mental health of an individual (UCA 52-5(1)(a)(i)).**
 - C. To consider selection/appointment of new city council member who will serve the remaining term of office (four months) left vacant by Council Member Lee Jensen.
 - D. Oath of Office administered to interim Council Member who will serve until January 7, 2014.
 - E. **Public Hearing** to receive input from the public with respect to (a) the issuance of Bonds in the aggregate principal amount of not to exceed \$16,960,000 and (b) any potential economic impact and improvements, facilities, or properties financed in whole or in part with the proceeds of the Bonds may have on the private sector. **(CITY WIDE)** *Presenter: Administrator Darrington*
 - F. **Continued Public Hearing** to consider for adoption an Ordinance **(2013-26)** permanently abandoning a road right-of-way located at approximately 600 East

100 South (**STRING TOWN NEIGHBORHOOD**) *Presenter: Engineer Lewis*
(Continued from the September 3, 2013 meeting)

- G. Continued Item.** To consider the approval of a 4-lot Final Plat to adjust boundary lines called Walker Landing Plat B located at approx. 140 South 600 East in an R1-7 (Single Family Residential) zone. (**OLD FORT NEIGHBORHOOD**)
Presenter: Engineer Lewis (Continued from the September 3, 2013 meeting)
- H.** To consider for adoption an Ordinance (**2013-29**) amending Title 2 Chapter 1 “Permanent Administrative Councils, Boards, Commissions and Districts” of the Pleasant Grove Municipal Code to add the Strawberry Days Committee as one of the permanent committees and providing for an effective date. *Presenter: Attorney Petersen*
- I.** To consider for adoption an Ordinance (**2013-30**) establishing a Strawberry Days Committee, amending Title 2 Chapter 2 of the Pleasant Grove Municipal Code to add Section I, “Strawberry Days Committee; providing for appointment of a standing committee and other related matters; and providing for an effective date. *Presenter: Attorney Petersen*
- J.** To consider for adoption a Resolution (**2013-036**) authorizing the Mayor to sign a lease-purchase agreement with Zion’s Bank to purchase vehicles for the Police Department, and other matters in connection therewith, and providing for an effective date. *Presenter: Director Lundell*
- K.** To consider for adoption a Resolution (**2013-037**) authorizing the Mayor to sign an agreement among Jordan Valley Water Conservancy District, Provo Reservoir Water Users Company and Pleasant Grove City for the monitoring of water quality and the carriage of flood flows of Grove Creek and Battle Creek in the Provo Reservoir Canal Enclosure Project and providing for an effective date. *Presenter: Administrator Darrington*
- L.** To consider for adoption a Resolution(**2013-038**) authorizing the Mayor to sign a lease agreement with Mountainland Headstart, Inc. for real property located at 485 West 220 South, Suite 100, Pleasant Grove Utah; and providing for an effective date. *Presenter: Director Giles*

8. NEIGHBORHOOD AND STAFF BUSINESS

9. MAYOR AND COUNCIL BUSINESS

10. SIGNING OF PLATS

11. REVIEW CALENDAR

12. ADJOURN

CERTIFICATE OF POSTING:

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

Posted by: Kathy T. Kresser, City Recorder
Date: September 1, 2013
Time: 11:00 a.m.

***NOTE:** If you are planning to attend this public meeting and, due to 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.

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
15	1 PROMOTIONAL PRODUCTS, INC.	1713	REC/NAME TAGS	08/26/2013	58.00		
Total 15					58.00	.00	
125	ADAMSON, WILLIAM F., D.M.D.	082013	DENTAL SERVICES	08/20/2013	100.00		
		082213	DENTAL SERVICES	08/22/2013	150.00		
		082913	DENTAL SERVICES	08/29/2013	160.00		
Total 125					410.00	.00	
222	ALL PRO SECURITY LLC	2013-299	JUDICIAL/CONSTABLES	08/23/2013	433.42		
Total 222					433.42	.00	
238	ALLIED WASTE SERVICES #864	091013	ALL DEPT/WASTE COLLECTIONS	09/10/2013	352.83		
			ALL DEPT/WASTE COLLECTIONS		36.25		
			ALL DEPT/WASTE COLLECTIONS		727.72		
			ALL DEPT/WASTE COLLECTIONS		29.58		
			ALL DEPT/WASTE COLLECTIONS		317.53		
			ALL DEPT/WASTE COLLECTIONS		1,659.05		
			ALL DEPT/WASTE COLLECTIONS		199.58		
			ALL DEPT/WASTE COLLECTIONS		103.04		
			ALL DEPT/WASTE COLLECTIONS		111.19		
Total 238					3,536.77	.00	
239	ALLRED ACE HARDWARE	091013	MULT DEPT/DEPARTMENT SUPPLIES	09/10/2013	12.82		
			MULT DEPT/DEPARTMENT SUPPLIES		9.50		
			MULT DEPT/DEPARTMENT SUPPLIES		31.65		
			MULT DEPT/DEPARTMENT SUPPLIES		45.69		
			MULT DEPT/DEPARTMENT SUPPLIES		160.75		
			MULT DEPT/DEPARTMENT SUPPLIES		77.24		
			MULT DEPT/DEPARTMENT SUPPLIES		89.78		
			MULT DEPT/DEPARTMENT SUPPLIES		22.50		
			MULT DEPT/DEPARTMENT SUPPLIES		609.78		
			MULT DEPT/DEPARTMENT SUPPLIES		38.94		
			MULT DEPT/DEPARTMENT SUPPLIES		49.53		
			MULT DEPT/DEPARTMENT SUPPLIES		24.95		
			MULT DEPT/DEPARTMENT SUPPLIES		2.68		
			MULT DEPT/DEPARTMENT SUPPLIES		2.28		
			MULT DEPT/DEPARTMENT SUPPLIES		114.37		
			MULT DEPT/DEPARTMENT SUPPLIES		8.24		
			MULT DEPT/DEPARTMENT SUPPLIES		154.60		
			MULT DEPT/DEPARTMENT SUPPLIES		29.39		
			MULT DEPT/DEPARTMENT SUPPLIES		2.39		
			MULT DEPT/DEPARTMENT SUPPLIES		171.00		
			MULT DEPT/DEPARTMENT SUPPLIES		39.21		
			MULT DEPT/DEPARTMENT SUPPLIES		76.78		
Total 239					1,774.07	.00	
309	AM. FAMILY LIFE ASSURANCE CO.	091013	SUSPENSE PREMIUM	09/10/2013	348.97		
Total 309					348.97	.00	
342	AMERICAN FIBER, INC.	8591	MONTHLY INTERNET BANDWIDTH	08/01/2013	735.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 342					735.00	.00	
455	ANDERSON, JOHN A D.D.S.	090313	DENTAL SERVICES	09/03/2013	102.80		
		090413	DENTAL SERVICES	09/03/2013	102.80		
Total 455					205.60	.00	
688	B&D PUMP & ELECTRIC	10615	WATER/ WELL MAINTENANCE	08/23/2013	790.40		
Total 688					790.40	.00	
745	BALLARD SPAHR LLP	2013085494	PROFESSIONAL SERVICE-BREACH OF C	08/28/2013	3,532.10		
Total 745					3,532.10	.00	
970	BJ PLUMBING SUPPLY	517522	BUILDING IMPROVEMENTS	06/03/2013	68.80		
		518098	PARK/DEPARTMENTAL SUPPLIES	06/05/2013	16.86		
		525042	PARK/DEPARTMENTAL SUPPLIES	07/08/2013	21.73		
		527308	SEC WATER/DEPARTMENTAL SUPPLIES	07/23/2013	43.80		
		529567	PARK/DEPARTMENTAL SUPPLIES	08/07/2013	56.84		
		530918	PARK/DEPARTMENTAL SUPPLIES	08/16/2013	7.25		
		531552	PARK/DEPARTMENTAL SUPPLIES	08/21/2013	142.80		
		532233	PARK/DEPARTMENTAL SUPPLIES	08/26/2013	19.02		
		533225	BUILDING MAINTENANCE	09/03/2013	18.40		
Total 970					395.50	.00	
973	BLACK CANYON SIGNS, INC.	2382	STRM DRN/LOGO ON VEHICLES	08/16/2013	192.00		
			PARK/LOGO ON VEHICLE		76.00		
Total 973					268.00	.00	
988	BLOMQUIST HALE CONSULTING	13120	MONTHLY FEES	09/03/2013	430.50		
Total 988					430.50	.00	
990	BLUEFIN OFFICE GROUP	12460840	PD/OFFICE SUPPLIES	08/28/2013	173.43		
		12460841	PD/OFFICE SUPPLIES	08/29/2013	9.49		
Total 990					182.92	.00	
993	BLUE STAKES OF UTAH UTILITY	201302101	EXCAVATION SERVICES	08/31/2013	140.48		
			EXCAVATION SERVICES		140.48		
			EXCAVATION SERVICES		140.47		
Total 993					421.43	.00	
1065	BOWEN, TRENT	090413	GEN GOV/WEB PROGRAMMING	09/04/2013	1,625.00		
Total 1065					1,625.00	.00	
1180	BRIGHAM LARSON PIANOS	12763	LIB/PIANO TUNING	08/13/2013	60.00		
Total 1180					60.00	.00	
1338	C.E.M.	100684	POOL/SWIM POOL MAINTENANCE	08/13/2013	49.30		
		100685	POOL/SWIM POOL MAINTENANCE	08/13/2013	1,292.50		
		100686	POOL/HYPOCHLORITE	08/13/2013	1,135.25		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		100861	POOL/HYPOCHLORITE	08/19/2013	1,191.00		
		13225	POOL/CREDIT	07/25/2013	2,030.37 -		
	Total 1338				1,637.68	.00	
1347	CABELA'S INC.	0773	PD/PERSONAL SUPPLIES	08/09/2013	39.99		
		080913	PARK/BOOTS	08/19/2013	99.99		
		3300	PARK/BOOTS	08/24/2013	59.99		
		3601A	PARK/BOOTS	08/12/2013	109.99		
	Total 1347				309.96	.00	
1351	CAPITAL ONE COMMERCIAL	072513	RETURNED MERCHANDISE	07/25/2013	149.44 -		
		13479	SUPPLIES	08/01/2013	66.75		
		15507	SUPPLIES	08/20/2013	46.41		
		15762	SUPPLIES	08/20/2013	24.70		
		56533	SUPPLIES	08/05/2013	319.27		
		59767	SUPPLIES	08/23/2013	141.15		
		62424	SUPPLIES	08/07/2013	83.17		
		72470	SUPPLIES	08/12/2013	85.12		
	Total 1351				617.13	.00	
1353	CAPPADONIA, REBECCA J.	20130802	REC/CONTRACTED SERVICES	08/02/2013	48.00		
		20130902	REC/CONTRACTED SERVICES	09/01/2013	334.00		
	Total 1353				382.00	.00	
1368	C-A-L RANCH STORES	3593/8	CEM/BOOTS	08/20/2013	199.98		
		3655/8	WATER/ASSORTED SUPPLIES	08/29/2013	194.96		
	Total 1368				394.94	.00	
1457	CASTLE ROCK PRECAST LLC	072313	PARK/MANILA CREEK PAD	07/23/2013	92.00		
	Total 1457				92.00	.00	
1492	CENTRAL UTAH DOOR CO. LLC	691352	STR/DEPARTMENTAL SUPPLIES	08/09/2013	126.00		
	Total 1492				126.00	.00	
1516	CENTURY LINK	082213	E-911/MAINTENANCE	08/22/2013	4,267.52		
		082813	E-911/MAINTENANCE	08/28/2013	85.62		
	Total 1516				4,353.14	.00	
1517	CENTURYLINK	1271046355	PD/LONG DISTANCE SERVICES	08/15/2013	12.03		
	Total 1517				12.03	.00	
1518	CENTURY LINK	082813	MULTI DEPT/PHONE EXPENSE	08/28/2013	91.94		
			MULTI DEPT/PHONE EXPENSE		110.70		
			MULTI DEPT/PHONE EXPENSE		336.56		
			MULTI DEPT/PHONE EXPENSE		202.96		
			MULTI DEPT/PHONE EXPENSE		59.01		
	Total 1518				801.17	.00	
1538	CHAMBERS, MOY M	082113	REC/CONTRACTED SERVICES	08/21/2013	60.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1538					60.00	.00	
1590	CHEMTECH-FORD INC.	1307048	WATER/CHEMICALS	08/13/2013	550.00		
		1307298	WATER/SAMPLE TESTING	08/22/2013	30.00		
Total 1590					580.00	.00	
1780	CITY OF CEDAR HILLS	091013	WEDGEWOOD DRIVE SEWER	09/10/2013	124.00		
Total 1780					124.00	.00	
1853	CNH CAPITAL AMERICA LLC	515572	STRM DRN/CASE LOADER LEASE	08/21/2013	645.00		
Total 1853					645.00	.00	
1863	SWIRE COCA-COLA USA, INC.	11240220233	POOL/CONCESSION STAND EXPENSE	08/16/2013	164.03		
		11240225208	REC/CONCESSION STAND EXPENSE	08/23/2013	80.66		
Total 1863					244.69	.00	
1905	COMCAST CABLE	082313	PUB WORK/INTERNET SERVICE	08/23/2013	110.18		
Total 1905					110.18	.00	
2021	CORNWELL, JOHN	082613	REC/CONTRACTED SERVICES	08/26/2013	60.00		
		082913	REC/CONTRACTED SERVICES	08/29/2013	60.00		
Total 2021					120.00	.00	
2063	CREER, PAUL M D.D.S.	082213	DENTAL SERVICES	08/22/2013	551.00		
Total 2063					551.00	.00	
2178	CUTLERS, INC.	201278	CEM/EQUIPMENT MAINTENANCE	08/20/2013	130.47		
Total 2178					130.47	.00	
2192	D AND L SUPPLY CO., INC.	18145	STRM DRN/DEPARTMENTAL SUPPLIES	08/08/2013	475.00		
		18813	WATER/DEPARTMENTAL SUPPLIES	08/27/2013	975.00		
Total 2192					1,450.00	.00	
2234	DAILY HERALD	090113	GEN GOV/NOTICE	09/01/2013	1,595.71		
Total 2234					1,595.71	.00	
2337	DEEP SEVEN ARCHIVE & SHRED	3687	ADM/DOCUMENT DESTRUCTION	08/31/2013	63.90		
Total 2337					63.90	.00	
2441	DISCOUNT TIRE CO.	7823454	PD/VEHICLE TIRES	08/02/2013	662.00		
Total 2441					662.00	.00	
2497	DUFFANY JR., THOMAS	082613	REC/CONTRACTER SERVICES	08/26/2013	60.00		
		090413	REC/CONTRACTER SERVICES	09/04/2013	60.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 2497					120.00	.00	
2675	ELECTRICAL WHOLESALE SUPPLY	2563168002	BUILDING MAINTENANCE	08/21/2013	77.00		
		2563559001	BUILDING MAINTENANCE	09/03/2013	1,582.97		
		2567921001	BUILDING MAINTENANCE	08/27/2013	129.39		
		2571638001	BUILDING MAINTENANCE	09/03/2013	764.52		
Total 2675					2,553.88	.00	
2681	ELITE REPAIRS AND SPECIALIZED	3458	STRM DRN/REPAIRS	08/08/2013	81.95		
		3482	PD/VEHICLE REPAIR	08/23/2013	155.90		
		3498	PD/VEHICLE REPAIR	08/29/2013	92.95		
Total 2681					330.80	.00	
2730	ENVIRONMENTAL & ANALYTICAL	2080713	GAS LINES LEAK SURVEY GAS LINES LEAK SURVEY	08/08/2013	500.00 500.00		
Total 2730					1,000.00	.00	
2746	E.S.P. EXCAVATION INC.	13923A	CITY HALL CONCRETE REPLACEMENT	06/07/2013	210.00		
		13926A	JACOBS SENIOR CENTER PROJECT	06/07/2013	706.25		
		13998A	1435 N 100 E SIDEWALK REPLACEMENT I	06/17/2013	42.80 -		
Total 2746					873.45	.00	
2766	EWING IRRIGATION PRODUCTS, INC	6882964	PARK/DEPARTMENTAL SUPPLIES	08/19/2013	91.40		
Total 2766					91.40	.00	
2800	FAIRBANKS ORTHODONTICS	081513	DENTAL SERVICES	08/15/2013	166.60		
Total 2800					166.60	.00	
3002	FORBES, TERI	083113	TRANSCRIPTION SERVICES	08/31/2013	687.50		
Total 3002					687.50	.00	
3055	FOX HOLLOW GOLF CLUB	105	FALL CONTRIBUTION	09/05/2013	195,000.00		
Total 3055					195,000.00	.00	
3151	FREEDOM MAILING SERVICE	23180	UTILITY BILL MAILING UTILITY BILL MAILING UTILITY BILL MAILING NEWSLETTERS	09/07/2013	1,640.57 1,640.57 820.29 147.17		
Total 3151					4,248.60	.00	
3312	GENEVA ROCK PRODUCTS	1444698	STR/DEPARTMENTAL SUPPLIES	08/16/2013	978.44		
		1444699	STR/DEPARTMENTAL SUPPLIES	08/16/2013	97.60		
		1444700	STR/DEPARTMENTAL SUPPLIES	08/16/2013	494.71		
Total 3312					1,570.75	.00	
3327	GILES, CRAIG KAY	793370	LOCK REPAIR AND REKEY	08/05/2013	125.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total 3327				125.00	.00	
3350	GOLD CROSS SERVICES	606	AMB/BILLING SERVICES	08/31/2013	1,639.68		
	Total 3350				1,639.68	.00	
3395	GOODWIN MEDIA LLC	875	WEB & NEWSLETTER HOSTING	09/03/2013	70.00		
	Total 3395				70.00	.00	
3468	GREASE MONKEY #790	128876	PD/VEHICLE MAINTENANCE	08/21/2013	27.00		
		128910	ACO/VEHICLE EXPENSE	08/22/2013	27.00		
		128922	PD/VEHICLE MAINTENANCE	08/23/2013	70.19		
		128931	PD/VEHICLE MAINTENANCE	08/23/2013	49.48		
		128934	PD/VEHICLE MAINTENANCE	08/23/2013	40.50		
		129047	PD/VEHICLE MAINTENANCE	08/26/2013	27.00		
		129072	PD/VEHICLE MAINTENANCE	08/26/2013	27.00		
		129129	PD/VEHICLE MAINTENANCE	08/27/2013	27.00		
		129375	PD/VEHICLE MAINTENANCE	09/02/2013	87.28		
	Total 3468				382.45	.00	
3571	GURR'S COPYTEC	129445	REC/ POSTERS	08/21/2013	148.72		
		129548	REC/ POSTERS	08/22/2013	11.44		
		129576	REC/COLOR COPIES	08/22/2013	11.44		
	Total 3571				171.60	.00	
3784	HD SUPPLY WATERWORKS, LTD.	090513	WATER/DEPARTMENTAL SUPPLIES	09/05/2013	1,161.19		
	Total 3784				1,161.19	.00	
3823	HEILBUT, RICK	082013	REC/CONTRACTED SERVICES	08/20/2013	60.00		
		082213	REC/CONTRACTED SERVICES	08/22/2013	45.00		
		082613	REC/CONTRACTED SERVICES	08/26/2013	60.00		
	Total 3823				165.00	.00	
3841	HENRY SCHEIN INC.	754778901	FIRE/DEPARTMENTAL SUPPLIE	08/12/2013	298.70		
		910463001	FIRE/DEPARTMENTAL SUPPLIE	08/20/2013	135.00		
	Total 3841				433.70	.00	
3849	HEWLETT-PACKARD COMPANY	117062	COPIER MAINTENANCE PROGRAM	08/08/2013	1,392.40		
		117123	COPIER MAINTENANCE PROGRAM	08/29/2013	1,478.67		
	Total 3849				2,871.07	.00	
3939	HOLBROOK ASPHALT LLC	8564	CLASS C ROADS/MINERAL BOND	07/31/2013	120,701.85		
	Total 3939				120,701.85	.00	
3948	HOME DEPOT CREDIT SERVICES	073113	PARK/DEPARTMENTAL SUPPLIES	07/31/2013	52.33		
		080113	PARK/DEPARTMENTAL SUPPLIES	08/01/2013	19.68		
		080213	PARK/DEPARTMENTAL SUPPLIES	08/02/2013	702.24		
		080313	STR/DEPARTMENTAL SUPPLIES	08/02/2013	7.02		
		080813	POOL/BUILDING MAINTENANCE	08/08/2013	117.60		
		080913	REC/DEPARTMENTAL SUPPLIES	08/09/2013	568.53		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		081413	REC/DEPARTMENTAL SUPPLIES	08/14/2013	148.14		
		081513	REC/CREDIT	08/14/2013	179.00 -		
		082113	PARK/DEPARTMENTAL SUPPLIES	08/21/2013	369.00		
	Total 3948				1,805.54	.00	
3985	HOUSE OF HEARING OREM	2349	E-911/EARMOLDS	08/16/2013	80.99		
	Total 3985				80.99	.00	
3996	HOWARD, LEWIS & PETERSEN, PC	99361-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	37.50		
		08281-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	82.50		
		10251-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	30.00		
		11431-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	30.00		
		11701-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	67.50		
		11871-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	22.50		
		12451-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	52.50		
		13931-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	15.00		
		14101-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	322.50		
		14312-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	15.00		
		14411-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	214.50		
		14661-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	172.50		
		14671-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	199.50		
		14681-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	18.50		
		14701-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	277.50		
		14731-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	67.50		
		14771-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	264.50		
		15101-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	82.50		
		15881-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	270.25		
		16151-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	402.00		
		16191-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	87.00		
		16371-083013	JUDICIAL/LEGAL SERVICES	08/30/2013	195.00		
	Total 3996				2,926.25	.00	
4019	HUMPHRIES, INC.	20136043	MULTI DEPT/TANK RENTAL	08/31/2013	19.84		
			MULTI DEPT/TANK RENTAL		29.76		
			MULTI DEPT/TANK RENTAL		89.28		
			MULTI DEPT/TANK RENTAL		9.92		
		234904	SHOP/DEPARTMENTAL SUPPLIES	08/13/2013	18.36		
	Total 4019				167.16	.00	
4075	HYDRO SPECIALTIES COMPANY, LLC	15814	WATER/WATER METERS	07/01/2013	1,525.44		
	Total 4075				1,525.44	.00	
4264	INTERWEST SAFETY SUPPLY, INC.	2271	STR/DEPARTMENTAL SUPPLIES	07/26/2013	466.75		
	Total 4264				466.75	.00	
4275	ISAACSON, BRIAN E DMD	082613	DENTAL SERVICES	08/26/2013	286.00		
	Total 4275				286.00	.00	
4298	JACKSON, JONATHAN DOYLE D.D.S	082813	DENTAL SERVICES	08/28/2013	493.50		
		090313	DENTAL SERVICES	09/03/2013	67.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 4298					560.50	.00	
4365	J&J SERVICES	3768	WATER/CEMENT	08/22/2013	293.50		
Total 4365					293.50	.00	
4376	JOHN H. JACOBS P.C.	083113	JUDICIAL/LEGAL SERVICES	08/31/2013	4,550.44		
Total 4376					4,550.44	.00	
4403	JONES, AARON H D.D.S.	081913	DENTAL SERVICES	08/19/2013	83.00		
Total 4403					83.00	.00	
4406	JONES, AMMON G DDS	032813	DENTAL SERVICES	03/29/2013	104.90		
		032913	DENTAL SERVICES	03/29/2013	104.90		
Total 4406					209.80	.00	
4523	KEN GARFF FORD	11758E	SEWER/VEHICLE MAINTENANCE	08/28/2013	54.84		
Total 4523					54.84	.00	
4546	KIMBALL ENGINEERING	1213505004	COM DEV/PLAN REVIEWS	08/08/2013	110.00		
Total 4546					110.00	.00	
4550	KIMBALL MIDWEST	3144574	SEWER/DEPARTMENTAL SUPPLIES	08/28/2013	387.99		
Total 4550					387.99	.00	
4662	LANTIS FIREWORKS & LASERS	13134	4 OF JULY FIREWORKS	04/15/2013	15,000.00		
Total 4662					15,000.00	.00	
4748	LES SCHWAB TIRES	50800063163	STR/VEHICLE EXPENSE	08/12/2013	781.04		
Total 4748					781.04	.00	
4765	LEWIS, TERRI	090513	REC/CONTRACTED SERVICES	09/05/2013	110.00		
Total 4765					110.00	.00	
4770	LEWIS YOUNG ROBERTSON &	2012-0280C	CONSULTING SERVICES	09/01/2013	525.00		
Total 4770					525.00	.00	
4772	LEXIPOL, LLC	9599	PD/POLICEY MANUAL UPDATES	09/01/2013	2,450.00		
Total 4772					2,450.00	.00	
4970	LOTT'S ORIGINALS	887	PD/NAME PLATES	08/23/2013	10.00		
Total 4970					10.00	.00	
5033	MACEYS	691029	GEN GOV/CITY GAMES EXPENSE	09/04/2013	74.84		
		804377	POOL/ASSORTED EXPENSES	08/03/2013	39.23		
		826008	FIRE/ASSOCIATION EXPENSE	08/08/2013	40.57		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		835101	FIRE/ASSOCIATION EXPENSE	08/16/2013	48.93		
		882255	ADM/MEETING EXPENSE	08/29/2013	17.98		
		882331	ADM/BIRTHDAY EXPENSE	08/26/2013	17.99		
	Total 5033				239.54	.00	
5050	MAILFINANCE	N4168535	ADM/POSTAGE METER LEASE	08/26/2013	288.66		
	Total 5050				288.66	.00	
5091	MATTHEW BENDER & CO., INC.	49042963	LEGAL/UT CODE ANNO 2013 SUP	08/21/2013	15.67		
		49274864	LEGAL/UT CODE 2013	08/23/2013	92.89		
	Total 5091				108.56	.00	
5096	MAXFIELD, ROD P., DDS, INC	082013	DENTAL SERVICES	08/20/2013	434.00		
		082113	DENTAL SERVICES	08/21/2013	70.50		
		082213	DENTAL SERVICES	08/22/2013	100.00		
	Total 5096				604.50	.00	
5103	McBRIDE, JOHN	1318	POOL/REPAIR MATERIALS	08/12/2013	120.00		
			POOL/REPAIR LABOR		1,962.50		
	Total 5103				2,082.50	.00	
5185	METALMART INC.	380364	PARK/DEPARTMENTAL SUPPLIES	08/20/2013	259.90		
	Total 5185				259.90	.00	
5440	MOTOROLA INC.	13973495	PD/NEW RADIOS	08/22/2013	9,991.98		
	Total 5440				9,991.98	.00	
5478	MOUNTAINLAND ASSOCIATION	083013	SR. CNTR/MEALS	08/30/2013	980.00		
			SR.CNTR/ENSURE		320.00		
		A02079	LOCAL CONTRIBUTIONS	09/01/2013	14,871.00		
	Total 5478				16,171.00	.00	
5482	MOUNTAINLAND SUPPLY CO.	091013	MULTI DEPT/DEPARTMENTAL SUPPLY	09/10/2013	3,773.52		
			MULTI DEPT/DEPARTMENTAL SUPPLY		164.19		
			MULTI DEPT/DEPARTMENTAL SUPPLY		20,435.74		
			MULTI DEPT/DEPARTMENTAL SUPPLY		1,552.44		
	Total 5482				25,925.89	.00	
5550	NATIONAL BENEFIT SERVICES, LLC	428012	ADMIN FEES	08/31/2013	123.50		
	Total 5550				123.50	.00	
5715	NORTH POINTE SOLID WASTE	083113	ACO/ANIMAL DISPOSAL	08/31/2013	15.00		
			PARKS/WASTE REMOVAL EXPENSE		16.00		
			GARBAGE DISPOSAL FEE		28,543.84		
	Total 5715				28,574.84	.00	
5724	NUKLEAN, LLC	79959	BUILDING MAINTENANCE SUPPLIES	08/19/2013	476.11		
		80349	BUILDING MAINTENANCE SUPPLIES	08/28/2013	487.62		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		80350	BUILDING MAINTENANCE SUPPLIES	08/28/2013	342.88		
Total 5724					1,306.61	.00	
5730	OFFICE DEPOT, INC.	1603569448	REC/OFFICE SUPPLIES	08/15/2013	16.14		
			REC/OFFICE SUPPLIES		61.66		
		∫61688634001	REC/OFFICE SUPPLIES	08/20/2013	67.20 -		
		∫61689822001	REC/OFFICE SUPPLIES	08/15/2013	24.84		
		∫63708773001	REC/OFFICE SUPPLIES	08/16/2013	83.50 -		
		∫65796339001	REC/OFFICE SUPPLIES	08/19/2013	67.25		
		∫65796560001	REC/OFFICE SUPPLIES	08/19/2013	95.20		
		∫70674274001	REC/OFFICE CLOCKS	08/08/2013	67.20		
		∫70689160001	COM DEV/OFFICE SUPPLIES	08/08/2013	91.19		
		∫70691049001	COM DEV/OFFICE SUPPLIES	08/08/2013	7.78		
		∫72457702001	ADM/OFFICE SUPPLIES	08/27/2013	79.75		
		∫72458080001	ADM/OFFICE SUPPLIES	08/29/2013	18.95		
Total 5730					379.26	.00	
5769	OLD DOMINION BRUSH	45802	STR/DEPARTMENTAL SUPPLIES	08/13/2013	702.99		
Total 5769					702.99	.00	
5833	O'REILLY AUTOMOTIVE INC.	3623308156	PD/VEHICLE EXPENSE	08/02/2013	118.76		
		3623312265	CEM/VEHICLE EXPENSE	08/21/2013	17.66		
		3623312535	PD/VEHICLE EXPENSE	08/22/2013	120.75		
		3623312552	PD/VEHICLE EXPENSE	08/22/2013	15.00 -		
		3623313786	SEWER/VEHICLE EXPENSES	08/28/2013	92.92		
		3623314593	PD/VEHICLE EXPENSE	08/31/2013	12.99		
Total 5833					348.08	.00	
5872	OSHKOSH CAPITAL	082913	FIRE/VEHICLE LEASE	08/30/2013	23,386.30		
		083013	FIRE/LEASE PAYMENT	08/30/2013	116,850.69		
Total 5872					140,236.99	.00	
6011	PATTEN, K. SHAWN, LC	083113	JUDICIAL/LEGAL SERVICES	08/31/2013	2,839.50		
Total 6011					2,839.50	.00	
6057	PEAD, BRANDON	082113	REC/CONTRACTED SERVICES	08/21/2013	60.00		
		082813	REC/CONTRACTED SERVICES	08/28/2013	60.00		
Total 6057					120.00	.00	
6065	PEARSON, JARED D DDS	0903013	DENTAL SERVICES	09/03/2013	132.20		
		090313	DENTAL SERVICES	09/03/2013	475.00		
Total 6065					607.20	.00	
6134	PETERSON PLUMBING SUPPLY	1197416	WATER/DEPARTMENTAL SUPPLIES	08/22/2013	2,956.09		
		1236232	WATER/DEPARTMENTAL SUPPLIES	08/30/2013	46.46		
Total 6134					3,002.55	.00	
6189	PETTY CASH-POLICE DEPARTMENT	082713	PD/ASSORTED EXPENSES	08/27/2013	49.99		
			PD/ASSORTED EXPENSES		17.23		
			PD/ASSORTED EXPENSES		36.26		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 6990					11,919.51	.00	
7062	ROCKY MOUNTAIN POWER	082013	150 S 100 E PARK BOUTIQUE AREA	08/20/2013	11.06		
		082713	MULTI DEPT/ELECTRICITY EXPENSE	08/28/2013	2,863.10		
			MULTI DEPT/ELECTRICITY EXPENSE		285.96		
			MULTI DEPT/ELECTRICITY EXPENSE		8,820.04		
			MULTI DEPT/ELECTRICITY EXPENSE		1,661.53		
			MULTI DEPT/ELECTRICITY EXPENSE		1,855.99		
			MULTI DEPT/ELECTRICITY EXPENSE		1,708.50		
			MULTI DEPT/ELECTRICITY EXPENSE		3,885.53		
			MULTI DEPT/ELECTRICITY EXPENSE		395.40		
			MULTI DEPT/ELECTRICITY EXPENSE		17,666.23		
			MULTI DEPT/ELECTRICITY EXPENSE		578.40		
			MULTI DEPT/ELECTRICITY EXPENSE		377.01		
			MULTI DEPT/ELECTRICITY EXPENSE		45.93		
			MULTI DEPT/ELECTRICITY EXPENSE		39,686.77		
			MULTI DEPT/ELECTRICITY EXPENSE		1,979.32		
			MULTI DEPT/ELECTRICITY EXPENSE		59.93		
			MULTI DEPT/ELECTRICITY EXPENSE		30.79		
		082813	MULT DEPT/ELECTRICITY EXPENSE	08/28/2013	14.55		
			MULT DEPT/ELECTRICITY EXPENSE		269.65		
			MULT DEPT/ELECTRICITY EXPENSE		2,627.57		
			MULT DEPT/ELECTRICITY EXPENSE		162.34		
			MULT DEPT/ELECTRICITY EXPENSE		49.07		
		090313	MULTI DEPT/ELECTRICITY EXPENSE	09/03/2013	38.81		
			MULTI DEPT/ELECTRICITY EXPENSE		80.95		
			MULTI DEPT/ELECTRICITY EXPENSE		390.96		
			MULTI DEPT/ELECTRICITY EXPENSE		30.48		
			MULTI DEPT/ELECTRICITY EXPENSE		1,118.83		
			MULTI DEPT/ELECTRICITY EXPENSE		67.14		
Total 7062					86,761.84	.00	
7220	SALT LAKE WHOLESALE SPORTS	083013	PD/DEPARTMENTAL SUPPLIES	08/30/2013	199.39		
			PD/PERSONAL SUPPLIES		200.00		
Total 7220					399.39	.00	
7382	SEPTON, NILSEN	082713	REC/CONTRACTED SERVICES	08/27/2013	30.00		
Total 7382					30.00	.00	
7383	SERVPRO OF PROVO/NO UT. COUNTY	3719429	PD WATER DAMAGE CLEAN UP EXPENSE	08/22/2013	4,042.41		
Total 7383					4,042.41	.00	
7466	SIMMONS, CHRIS	052113	REC/CONTRACTED SERVICES	05/21/2013	60.00		
Total 7466					60.00	.00	
7498	SIX STATES DISTRIBUTORS, INC.	14304184	SEC WATER/SUPPLIES	09/03/2013	51.52		
Total 7498					51.52	.00	
7505	SKAGGS COMPANIES, INC.	2101547	PD/PERSONAL SUPPLIES	08/12/2013	299.97		
		2101561	PD/PERSONAL SUPPLIES	08/16/2013	299.97		
		2101566	PD/PERSONAL SUPPLIES	08/16/2013	422.89		
		2104700	PD/PERSONAL SUPPLIES	08/22/2013	20.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			PD/UNIFORM EXPENSE		271.91		
		2104701	PD/PERSONAL SUPPLIES	08/22/2013	55.89		
		2105698	PD/DEPARMENTAL SUPPLIES	08/23/2013	288.81		
		2105700	PD/PERSONAL SUPPLIES	08/23/2013	487.74		
		2107002	PD/PERSONAL SUPPLIES	08/26/2013	38.69		
		2108802	PD/PERSONAL SUPPLIES	08/28/2013	8.99		
		2109450	PD/PERSONAL SUPPLIES	08/29/2013	8.99		
		2109468	PD/DEPARMENTAL SUPPLIES	08/29/2013	203.96		
		2109471	PD/PERSONAL SUPPLIES	08/29/2013	77.99		
		2109472	PD/PERSONAL SUPPLIES	08/29/2013	77.99		
Total 7505					2,563.79	.00	
7749	SPARKLETTS	72380081613	COM DEV/DRINKING WATER	08/16/2013	23.44		
Total 7749					23.44	.00	
7780	SPRINT	179349321040	MULTI DEPT/CELL PHONE EXPENSE	08/27/2013	160.50		
			MULTI DEPT/CELL PHONE EXPENSE		105.36		
			MULTI DEPT/CELL PHONE EXPENSE		65.94		
			MULTI DEPT/CELL PHONE EXPENSE		123.60		
			MULTI DEPT/CELL PHONE EXPENSE		347.00		
			MULTI DEPT/CELL PHONE EXPENSE		655.08		
			MULTI DEPT/CELL PHONE EXPENSE		123.60		
			MULTI DEPT/CELL PHONE EXPENSE		187.56		
Total 7780					1,768.64	.00	
7795	SPRINKLER SUPPLY COMPANY	22014	PARK/DEPARTMENTAL SUPPLIES	08/19/2013	31.65		
Total 7795					31.65	.00	
7866	STANDARD INSURANCE COMPANY	091013	DISABILITY PREMIUM	09/10/2013	2,399.83		
Total 7866					2,399.83	.00	
7890	STAT MEDICAL SUPPLY CO.	76987	FIRE/DEPARTMENTAL SUPPLIES	07/12/2013	930.00		
Total 7890					930.00	.00	
8088	SYSKO INTERMOUNTAIN INC.	308071585	POOL/CONCESSIONS	08/07/2013	649.81		
		308091670	POOL/CONCESSIONS	08/09/2013	51.10		
		308141561	POOL/CONCESSIONS	08/14/2013	549.23		
		308211624	POOL/CONCESSIONS	08/21/2013	85.30		
Total 8088					1,335.44	.00	
8102	T&E ENTERPRISES	2014	PARK/COOL SEAL	07/23/2013	39.15		
Total 8102					39.15	.00	
8140	TAYLOR FREEZER CO. OF UTAH	60556	POOL/SNACK BAR EXPENSE	08/05/2013	101.92		
Total 8140					101.92	.00	
8156	TCI SECURITY OF UTAH	202022	POOL/SECURITY MONITORING	08/24/2013	28.00		
		202023	REC/ALARM MONITORING	08/24/2013	42.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 8156					70.00	.00	
8219	TEXTILE TEAM OUTLET & DESIGN	30674	REC/DEPARTMENTAL SUPPLIES	08/16/2013	367.72		
Total 8219					367.72	.00	
8233	THATCHER COMPANY	1314438	WATER/CHLORINE	07/18/2013	3,252.40		
		1314439	WATER/CHLORINE	07/18/2013	2,100.00 -		
Total 8233					1,152.40	.00	
8272	THE POLICE AND SHERIFFS PRESS	49785	PD/DEPARTMENTAL SUPPLIES	08/21/2013	108.52		
Total 8272					108.52	.00	
8400	TIMP DRY CLEANERS	602065	FIRE/CLEANING EXPENSE	08/05/2013	53.84		
Total 8400					53.84	.00	
8422	TIMP. SPECIAL SERVICE DISTRICT	083013	IMPACT FEES	08/30/2013	318,340.12		
Total 8422					318,340.12	.00	
8678	UNIFIRST CORPORATION	082613	MULTI DEPT. RUG CLEANING	08/26/2013	280.16		
			MULTI DEPT. RUG CLEANING		106.52		
			MULTI DEPT. RUG CLEANING		158.25		
			MULTI DEPT. RUG CLEANING		126.65		
			MULTI DEPT. RUG CLEANING		45.00		
			MULTI DEPT. RUG CLEANING		90.80		
			MULTI DEPT. RUG CLEANING		92.75		
			MULTI DEPT. RUG CLEANING		75.00		
Total 8678					975.13	.00	
8692	UNITED SERVICE & SALES	31202	CEM/BELTS-REPAIR PARTS	08/22/2013	37.56		
Total 8692					37.56	.00	
8730	UPPER CASE PRINTING, INK.	7341	WATER/BACK OF BILL PRINTING	08/21/2013	87.85		
		7366	NEWSLETER PRINTING	08/28/2013	575.28		
			JUBILEE FLYER		379.44		
Total 8730					1,042.57	.00	
8822	UTAH COMMUNICATIONS AGENCY	46965	FIRE/MONTHLY RADIO SERVICE	07/31/2013	837.00		
Total 8822					837.00	.00	
8895	UTAH COUNTY TREASURER	090513	PROPERTY TAXES	09/05/2013	41,353.78		
Total 8895					41,353.78	.00	
8919	UTAH DEPT. OF TRANSPORTATION	36000000344	GENEVA ROAD & 100 E CONNECTION	08/17/2013	2,475.18		
Total 8919					2,475.18	.00	
9003	UTAH STATE TREASURER	091013	COURT/STATE MONIES	09/10/2013	5,989.19		
			COURT/STATE MONIES		3,455.92		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			COURT/STATE MONIES		6,490.13		
Total 9003					15,935.24	.00	
9100	VCBO ARCHITECTURE	3	PG CIVIC CENTER	09/01/2013	8,050.00		
Total 9100					8,050.00	.00	
9175	VOLVO RENTS	2779030001	REC/SCISSOR LIFT RENTAL	08/14/2013	722.88		
Total 9175					722.88	.00	
9257	WARNER TRUCK CENTER	900321	STRM DRN/VEHICLE REPAIR	08/02/2013	467.98		
Total 9257					467.98	.00	
9303	WATER WORKS ENGINEERS, LLC	3082	BTL CRK POWER GENERATION PROJEC	07/31/2013	12,595.40		
Total 9303					12,595.40	.00	
9330	WATSON, JEREMY R., DDS, MS, PC	071013	DENTAL SERVICES	07/10/2013	135.00		
Total 9330					135.00	.00	
9420	WESTPRO, INC.	32652	PD/PERSONAL SUPPLIES	08/26/2013	204.00		
		32653	PD/PERSONAL SUPPLIES	08/26/2013	104.00		
		32654	PD/PERSONAL SUPPLIES	08/26/2013	120.00		
Total 9420					428.00	.00	
9430	WETCO, INC.	10846	WATER/DEPARTMENTAL SUPPLIES	08/16/2013	360.00		
		10867	WATER/DEPARTMENTAL SUPPLIES	08/30/2013	1,022.50		
			WATER/DEPARTMENTAL SUPPLIES		1,022.50		
Total 9430					2,405.00	.00	
9521	WILKINSONS TROPHY & ATHLETICS	30013	REC/PROGRAM EXPENSES	05/03/2013	132.09		
Total 9521					132.09	.00	
9650	WOLF MOUNTAIN PRODUCTS	15269	PARK/GOUND COVER	08/13/2013	70.00		
		15303	PARK/BARK MIX	08/20/2013	234.00		
Total 9650					304.00	.00	
9754	YAKIWCHUK, DON	082013	REC/CONTRACTED SERVICES	08/20/2013	60.00		
		090313	REC/CONTRACTED SERVICES	09/03/2013	60.00		
Total 9754					120.00	.00	
9756	YAKIWCHUK, KELLEY	082213	REC/CONTRACTED SERVICES	08/22/2013	45.00		
		082713	REC/CONTRACTED SERVICES	08/27/2013	60.00		
		090313	REC/CONTRACTED SERVICES	09/03/2013	60.00		
		090413	REC/CONTRACTED SERVICES	09/04/2013	60.00		
Total 9756					225.00	.00	
9803	ZIONS FIRST NATIONAL BANK	091013	UMFA 2002A-METRO WATER BOND	09/10/2013	19,583.34		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 9803					19,583.34	.00	
9831	ZOLL MEDICAL CORPORATION	2035338	FIRE/DEPARTMENTAL SUPPLIES	07/25/2013	30.00		
Total 9831					30.00	.00	

Total Paid: -
Total Unpaid: 1,174,917.51
Grand Total: 1,174,917.51

Dated: _____
Mayor: _____
City Council: _____

City Recorder: _____
City Treasurer: _____

Niels Fugal - Applicant

Application for Appointment to Serve the Remainder Term of City Council Member, Lee Jensen:

Niels Fugal

1408 West 800 North Pleasant Grove, Utah 84062

801-796-6654 Residence

801-979-5700 Cellular & Text

DOB Aug. 10, 1957

Alma mater's: Ricks College, BYU-Hawaii, BYU- Provo / Business Management

Voter ID # 6204804

Voting Precinct PG02

Utah County Delegate 2008-2013

I Niels Fugal, as many of you know, have been a resident of Pleasant Grove City for all of my youth, and the more part of my adult life of 56 years. I have been actively involved in my community serving in many ways from church service in my neighborhood to volunteering service in our local public schools as well as being politically involved as a State and County Delegate.

I have served as a volunteer parent on the Pleasant Grove High School Community Council (SCC) for the past 8 + years. Two of which I was elected as Chairman. During these years, we as a council were actively involved in the design and scope of the new classroom addition as well as the new administrative offices. We were instrumental in gleaning new ideas from existing newer buildings in the Alpine School District as well as other communities in the State. I served on a separate committee that gave input as to which architectural firm to hire for this PGHS project.

In addition, I presently volunteer and have been appointed to the Alpine School District's District Community Council and have served for two consecutive years as its' Chairman. My duties include attending 5 local schools (Manila Elem., Grovecrest Elem., PGJrH, PGHS, ATEC Alpine Transition and Education Center) School Community Council meetings and reporting

back to the District Superintendent, as well as other individuals, the needs of the students, parents, and administration – Our Community.

As many of you may know, I grew up in the construction business working side by side with my father, uncles and brother's. I presently own my business (Fugal Commercial Real Estate) and am involved in helping businesses solve and expand their commercial real estate needs over the course of the past 28 years.

I have attended meetings adding my support in finding solutions to the noxious odors of the TSSD that has had an impact on businesses looking at our area to locate elsewhere. Shipping of the solids for further processing appears to be the ultimate answer, just as Provo City (near Novell) has done for several decades.

I feel this is an ideal time to add my experience to an already great City Council; as well as a thoughtful listening ear to the community and Council.

My dear Council Members and Mayor, I ask for your consideration to appoint me to join you in doing my very best in representing the needs of our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Niels Fugal', with a stylized, cursive flourish.

Niels Fugal

801-836-1556
heatherruthpack.tumblr.com
heatherruthpack@gmail.com
398 North 1180 East, Pleasant Grove, UT 84062



Application for the City Council Appointment

In February 2001, our young family moved to Pleasant Grove. Within a couple of years I began volunteering to help my community. I have served on the R/UDAT Advisory Board, Downtown Advisory Board, Pleasant Grove Community Image Committee, and Heritage Days Committee. I have also been the chair of the Arts Commission, and president of the Grovecrest PTA. Currently I am chair of the PG Jubilee.

While serving on the Planning Commission, I earned a master's degree in public administration. I studied local law, government accounting, and public policy. As a student, I conducted research in Africa, consulted for the City of Orem, and worked for four professors.

While still in school, I began teaching part-time at BYU. I have taught classes on fundraising, decision making, and communications for public administrators. This semester I am teaching a business communications class.

I am interested in serving on the Pleasant Grove City Council mainly for two reasons. First, I hope my skills and experience can be of use to the city I dearly love. Second, I want to gain a deeper understanding of local government and use my experiences to teach and mentor future public administrators.

RECEIVED
AUG 30 2013

Application for the Position of Pleasant Grove City Council.

I am applying for the posted position on the PG City Council. I believe I have the qualifications that would compliment those others who are currently serving as council members. I have been a business manager for 40 plus years and have successfully managed both commercial and military contracts ranging from thousands of dollars to hundreds of millions of dollars. My programs came in meeting the set profit margins and on schedule. I have worked with multiple nations and received high honors in this capacity (References available on request).

I also have served in many capacities politically including being a State and County delegate as well as three times precinct chair. I attend all meetings with very few exceptions and when I couldn't make a meeting or complete an assignment I either had a replacement or got a schedule change. I also served at the city level as a NAB for several years.

I have been successful in bridging troubled communications and feel I am people oriented. I feel I have a good understanding of our current cities goals and would like to participate in achieving these goals.

Warmest Regards,

Donald Paas
1616 N. 210 E. Pleasant Grove, Utah 84062
(801) 960-0473 cell

Gordon (Vaughn) Mayo
50 N. 1300 East
Pleasant Grove, Ut. 84062
801-796-1136

A little over a year ago, I told my wife that if I was going to be as outspoken as I was getting about our government, at all levels, then I needed to get more involved. I was elected to be one of our County delegates at the Caucus meeting and found it an eye opening experience. I feel that this too will be an eye opening experience. I feel that with my back ground and experience, I can be helpful to my community.

I graduated from Brigham Young University in 1976 with a degree in Business Management, concentrating in Marketing and Finance. I then went to work as a Safety Inspector in the Insurance Industry, working for the Home Insurance Company and then CIGNA for a total of 8 years. This exposed me to a wide range of businesses and industry.

I then decided it was time to pursue my life's passion, which is real estate. I became a realtor and then got my Brokers License. While I helped others, I started investing in real estate. We moved to Pleasant Grove a little over 7 years ago giving up my Real Estate Business but continuing to invest in real estate. My wife and I currently have 14 investment properties in 3 states and 10 different communities. With that in mind I have had a need to work with several city building departments, planning departments and City Councils over the past 30 years. Mixed into all of this time my wife and I have had other businesses as well. We had a sprinkler, landscape and maintenance business for several years. We had a tropical fish hatchery for several years and a Christmas tree farm as well. We currently own a Car quest Auto Parts Store in Saratoga Springs.

I have spoken personally to each of you over the time we have lived here as well as attending and speaking out at some of the meetings over the 7 years we have lived here. I appreciate your consideration for this interim Council seat.



Vaughn Mayo

Application for Open Interim City Council Position

By:

Scott Richards

4354 North 900 West

Pleasant Grove, UT. 84062

Cell: (801) 995-0780 E-mail: scottrichards101@gmail.com

Reason for Applying: I enjoy serving and have been actively involved in my Community for over 20 years and try to make a difference wherever I have lived. I love our city of Pleasant Grove and I feel our city has lots of potential to meet the needs of current and future residents and businesses and still retain the culture that has made this city great over the last 160 years. As a member of the Planning Commission for the past two years and frequent attendee of City Council meetings over the past six years, I feel I have a good pulse on what is happening in our city. Due to my current involvement with the city, I feel the transition to being on City council would be a smooth one due to familiarity of issues facing the city right now.

If selected I will serve faithfully and consistently and will prepare myself in depth for the issues at hand and what we have to vote on. I feel this experience of being on the city council (until year end) would give valuable experience and insight as a member of the Planning Commission and other involvement with the city in the future.

Biography: I moved to Pleasant Grove over six years ago. I have been married to my wife Maggie for 33 years and have three children and three grandchildren. I am a Realtor for "Rock Canyon Real Estate" in Orem and have been involved in Real Estate/Mortgage banking for over 20 years. I am a current member of the Government Affairs Committee for the "Utah County Association of Realtors". I am serving as the Vice Chair of the Pleasant Grove City Planning Commission. I am also a Board Member for the "Pleasant Grove Rotary Club". In the past I was involved in Youth Baseball serving as President/Board member/coach for over eight years with the "San Dieguito Youth Baseball" which served 450 players in multiple divisions. I was also a coach for "Encinitas Little League". I served as the "School Site Council Chair" for two different schools which made funding decisions from private/state/federal sources. I was a member of the Budget Committee for the "Encinitas Union School District". I served as a Board member of a County Service area and member of the General Plan Review committee for Chino Hills. I am also an active member of my church.

Stanley G. Walker

47 South 1185 East

Pleasant Grove, URJT 84062

Email: stanwalker1937@gmail.com

I would like to apply for the City Council position. I love this city and would like to serve the citizens of Pleasant Grove. I would like to be part of the future of this city.

My great grandfather Henson Walker Jr. was the first mayor of this city. My father Aaron Walker was the sexton and chief of police. My uncle Reed served on the city council. I have deep roots in the city and would like to part of the decision making team.

I was born in Pleasant Grove March 17, 1937 and have lived here all my life. I attended grade school at the old Central School. I attended Jr High and High school at the old Pleasant Grove High school. In high school I was very active in athletics: football, basketball, baseball and track. I also sang in the Choir.

I attended Snow College and played football there. I went to BYU for a couple of years.

My employment history started at little Smith Brothers Market in Pleasant Grove. I worked for Albertsons as a Market Manager. I worked for US Steel as a foreman in the blast furnace. I then went to work for BYU as the Assistant director of Auxilliary Maintenance in 1985 retiring in 2002.

I have had a desire to serve on the city council for many years. I cared for my invalid wife for twenty five years so I didn't have the time to serve. I now have time and would appreciate you considering me for this position.

James Richards
801.362.7201
540 North 900 East
Pleasant Grove, UT 84062
September 10, 2013

Kathy T. Kresser
City Recorder
Pleasant Grove City
70 South 100 East
Pleasant Grove, UT 84062

To whom it may concern:

I am writing this letter to convey my intent to be considered for the vacant city council position. I feel that it is time I put my shoulder to the wheel and start helping, rather than sit on the sidelines and “hope” things will work out. Our town is so wonderful, and is growing fast, we have such great potential and great needs during this expanding time. I wish to bring my work ethic and desire to see Pleasant Grove City succeed, to an already hard working city council.

I was born and raised in “PG”, and am a proud Viking graduate of 1989. I am number 6 of 7 family members, all but one of whom live in PG currently, born to Dean and Ann Richards. My parents always set great examples for me to work for what I wanted, to help others, and always work for “win, win” situations when dealing with people in business and in life. Growing up here and watching my parents run their company, Richards Laboratories, was a huge inspiration for me, and I will always try to make them proud. My wife Angie and I started and currently run Sparky Industries Incorporated, also here in PG. We are raising our 3 daughters here because of our love for this area. Small town friendships, safe community and schools, neighbors helping neighbors, and a relaxed lifestyle many towns wish they had. I graduated from UVU, UVCC at the time, with a bachelors in environmental technologies. Five years later I graduated with a associates degree in computer science. I have always lived and believed the motto, play hard and work harder, I believe its time for me to start working harder. In my travels over the states, I have worked with many city departments all who share many of the same issues and concerns that we in PG face now. I hope that I may be able to use this knowledge and my lessons in life to help my city.

Sincerely,

James Richards

ORDINANCE NO# 2013-26

AN ORDINANCE OF THE PLEASANT GROVE CITY COUNCIL, UTAH COUNTY, UTAH, VACATING A PORTION OF A ROAD RIGHT-OF-WAY LOCATED AT APPROXIMATELY 100 SOUTH AT 600 EAST, PLEASANT GROVE CITY, UTAH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received a Petition to vacate a street, right-of-way or easement from KNIGHT WEST CONSTRUCTION on August 23, 2013; and

WHEREAS, the petition requested that a portion of the street right-of-way located at 100 South and 600 East be vacated; and

WHEREAS, said petition met the requirements of U.C.A. §10-9a-609.5, 1953 as amended; and

WHEREAS, this portion of the roadway was platted in the 1939 Map of Pleasant Grove with approximately 65 feet of street right-of-way (ROW); and

WHEREAS, The current standard is for 56 feet of right-of-way; and

WHEREAS, The Walker Landing subdivision is current under construction; and

WHEREAS, The City provided a legal description to define the location of the curb, gutter, and sidewalk for the subdivision based upon the location of existing improvements to the east and west; and

WHEREAS, developer noted that there is a gap between the property being divided and the location of the current 56 foot right-of-way standard based upon the City's direction for improvements; and

WHEREAS, this gap would not be required as a dedication if 100 South were being dedicated today the Developer requested that the City vacate the area; and

WHEREAS, 100 south is essentially developed and there are no plans to increase the width of the street improvements beyond the standard 56 foot right-of-way therefore it appears that there is no reason for the City to retain ownership of the gap area; and

WHEREAS, the City has complied with all noticing requirements to adjacent landowners and the general public that the road is proposed for actual vacation and abandonment; and

WHEREAS, the City Council has determined that there is good cause for the action and that the action will not be detrimental to the public interest, nor materially injure any person or the public interest; and

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

SECTION 1:

1. The public right of way as described and shown on Exhibit "A" and incorporated herein shall be vacated.
2. Said vacation shall not impair any right-of-way or easement of any lot owner; or the franchise rights of any public utility.
3. The Mayor is authorized to execute all documents related to vacating the described right of way.

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

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

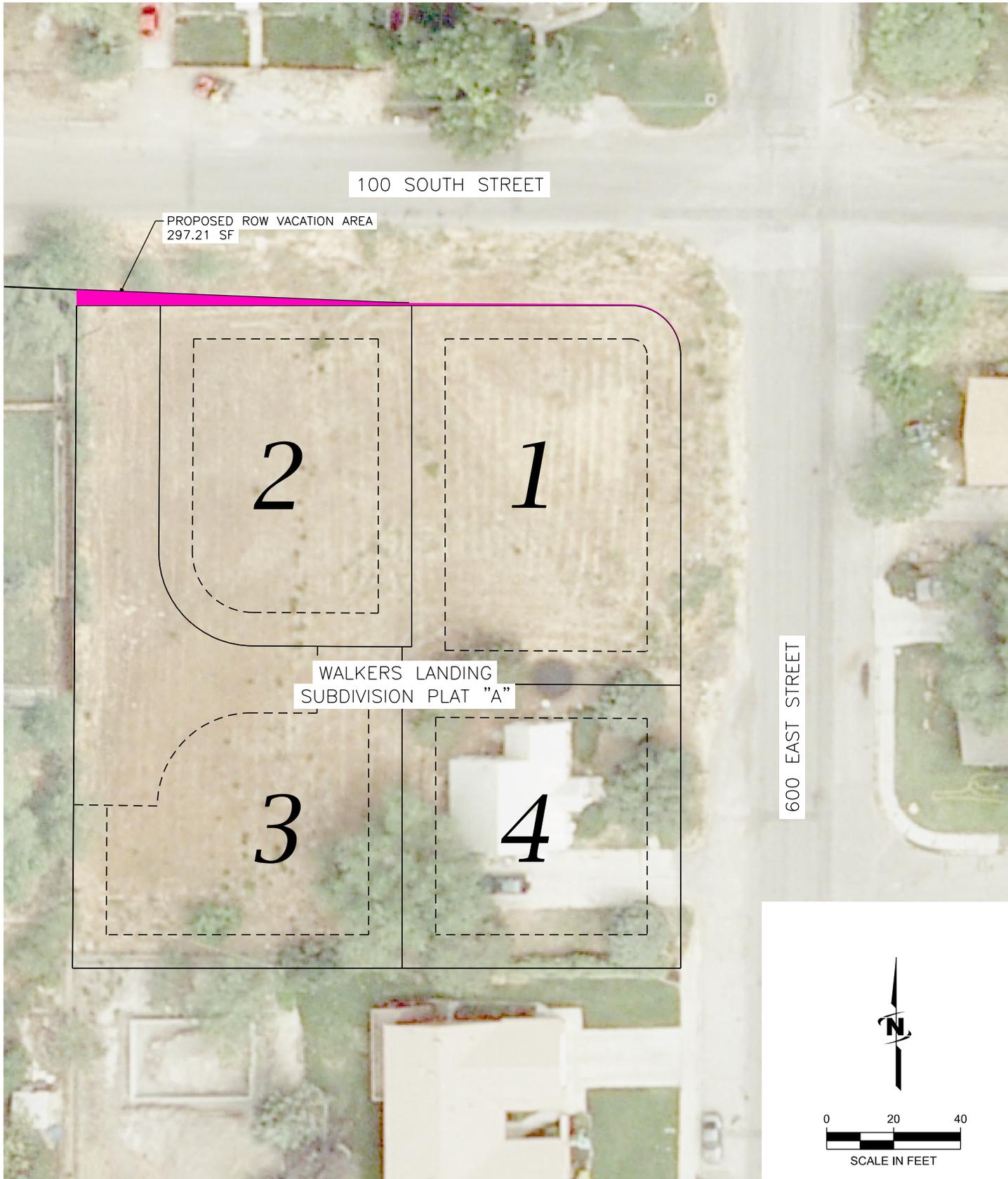
SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 17th day of September, 2013.

Bruce W. Call, Mayor

ATTEST:

Kathy T. Kresser, CMC
City Recorder

(SEAL)



REUSE OF DRAWINGS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE: WALKER LANDING ROW VACATION

JUB PROJ. #: 50-12-055-024
 DRAWN BY: CRW
 DESIGN BY: MJB
 CHECKED BY: MJB



EXHIBIT A
PLEASANT GROVE CITY
 WALKERS LANDING SUBDIVISION
 ROW VACATION

SHEET

1

NO.	REVISION DESCRIPTION	BY	APR.	DATE	LAST UPDATED: 8/20/2013

KNIGHT WEST
CONSTRUCTION INC.

August 23, 2013

Pleasant Grove City Corporation
86 East 100 South
Pleasant Grove, UT 84062

Attention: Degen Lewis, City Engineer

Re: Walker Landing Development

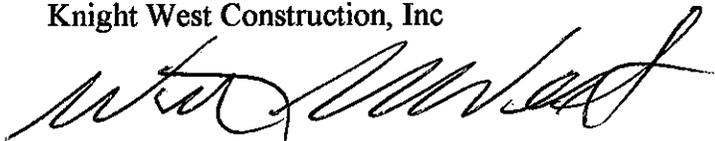
In conjunction with our Walker Landing Development at 600 East and 100 South in Pleasant Grove, the boundary alignments of our platted lots and the City Right of Way on both 600 East and 100 South don't match up for a 56 foot wide right of way.

To make the Right of Way consistent and to avoid a "no man's land", we hereby respectfully request that the City vacate the portion of land adjacent to our development which includes about 298 square feet.

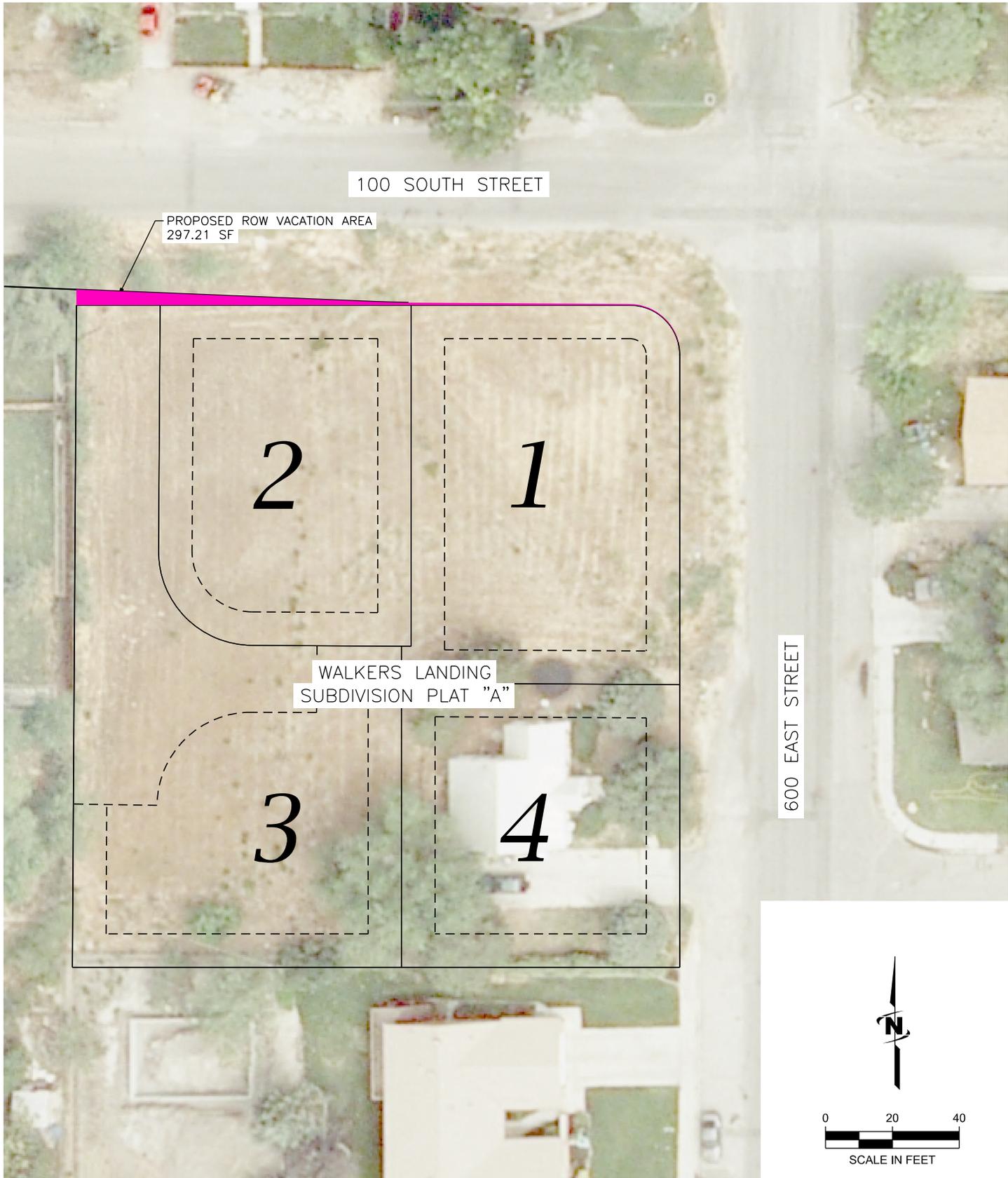
Thank you for your consideration.

Sincerely,

Knight West Construction, Inc



By: William G. West, V.P.



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FILE: WALKER LANDING ROW VACATION

JUB PROJ. #: 50-12-055-024
 DRAWN BY: CRW
 DESIGN BY: MJB
 CHECKED BY: MJB

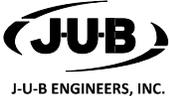


EXHIBIT A
PLEASANT GROVE CITY
 WALKERS LANDING SUBDIVISION
 ROW VACATION

SHEET

1

NO.	REVISION DESCRIPTION	BY	APR.	DATE	LAST UPDATED: 8/20/2013

**CITY COUNCIL
STAFF REPORT**

Meeting Date: September 17, 2013

**Walker Landing "B"
Final Plat**

Public Hearing

APPLICANT:
Knight West Construction

ADDRESS:
140 South 600 East

ZONE:
R1-7, Single Family
Residential

GENERAL PLAN:
High Density Residential

ATTACHMENTS:

- Zoning Map
- Aerial Map
- Approved Plat A
- Final Plat B

REPORT BY:
Ken Young, Community
Development Director

BACKGROUND

The applicant is requesting to adjust boundary lines for a 4-lot final plat on .83 acres called Walker Landing Plat B, located at approximately 140 South 600 East in an R1-7 (Single Family Residential) Zone.

The final plat for Plat A was approved on April 11, 2013 by the Planning Commission, and the final plat was approved by the City Council on May 7, 2013.

ANALYSIS

Small adjustments to the lot lines are being proposed, mostly due to account for the small difference in the actual right-of way area along 100 South street.

There are no outstanding planning or engineering issues with this proposal.

RECOMMENDATION

The Planning Commission reviewed and approved the preliminary Plat B on August 8, 2013. Staff recommends that the Council **APPROVE** the final plat, known as Walker Landing Plat B, including the following conditions:

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

MODEL MOTIONS

Approval – “I move the Council approve the final plat, known as Walker Landing Plat B, and adopting the exhibits, conditions and findings of the staff report, and as modified by the conditions below:

1. List any additional conditions....

Continue – “I move the Council continue the review of the final plat, known as Walker Landing Plat B, (give date), based on the following findings:”

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

Denial – “I move the Council deny the final plat, known as Walking Landing Plat B, based on the following findings:”

1. List findings for denial...

ZONING MAP

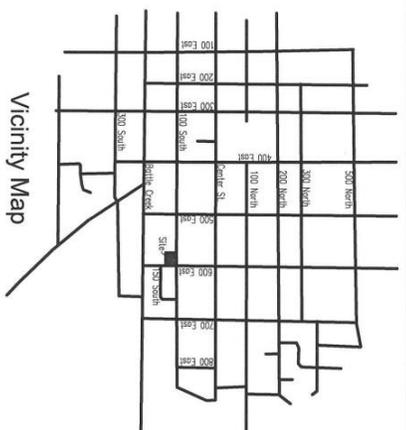
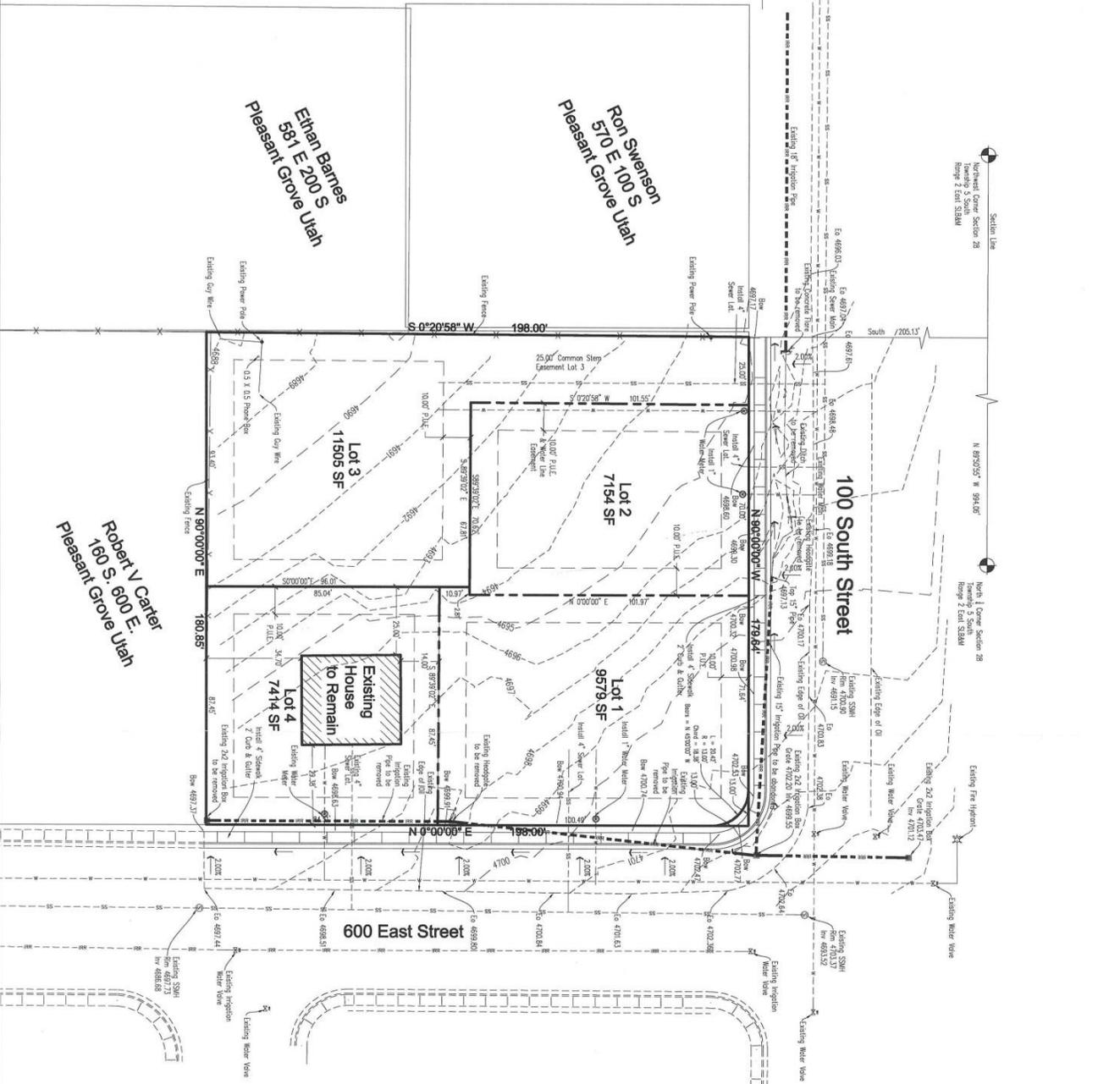


AERIAL MAP



APPROVED PLAT A

Walker Landing
Pleasant Grove Utah



WALKERS LANDING
PROPERTY DESCRIPTION
MARCH 4, 2013

Connecting at a point located North 89°56'57" West along the section line 994.08 feet and South 70°13'13" West from the North quarter corner Section 28, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence East 178.84 feet, thence South 198.00 feet, 198.00 feet to the point of beginning.

AREA = 35,852 sq. ft.

Developer:
Knighten Construction
65 North 100 East
Pleasant Grove Utah 84062
(801) 789-9623

Engineer:
Dudley and Associates, Inc.
255 East 1200 South
Pleasant Grove Utah 84068
801-724-1252

Site Date:

RECEIVED
MAR 19 2013

Zone = B-1-7
Total Area = 35,852 SF
Total number of Units = 4 Lots

NO.	REVISIONS	DATE

ORDINANCE NO. 2013-29

AN ORDINANCE AMENDING TITLE 2 CHAPTER 1 “PERMANENT ADMINISTRATIVE COUNCILS, BOARDS, COMMISSIONS AND DISTRICTS” OF THE PLEASANT GROVE MUNICIPAL CODE TO ADD THE STRAWBERRY DAYS COMMITTEE AS ONE OF THE PERMANENT COMMITTEES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council have established a new permanent committee known as the “Strawberry Days Committee”; and

WHEREAS, Title 2 Chapter 1 Section 1 sets forth a list of the permanent administrative councils, board, commissions and districts of the City; and

WHEREAS, there are also two Committees on the list; and

WHEREAS, the former title did not provide for Committees; and

WHEREAS, the legislative body desires to amend the ordinance to provide for the new committee and to more accurately describe the entities addressed in the ordinance; and

WHEREAS, amending said ordinance has been determined by the governing body to be in the best interests of the health, safety and welfare of the citizens of Pleasant Grove; and

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

SECTION 1. Title 2 Chapter 1 Section I of the Pleasant Grove City Code is hereby amended to read as follows:

Chapter 1
PERMANENT ADMINISTRATIVE COUNCILS, BOARDS,
COMMISSIONS, COMMITTEES, AND DISTRICTS 🌐

2-1-1: SPECIFIED:

2-1-2: GENERAL RULES:

2-1-3: SPECIAL PROVISIONS:

2-1-1: SPECIFIED:

The city council, on behalf of the city, has created the following permanent boards, commissions, committees, councils, agencies and districts:

Planning commission
Board of adjustment
Design review board
Neighborhood advisory board
Library board
Historic preservation commission
Pleasant Grove arts commission
Beautification and shade tree advisory commission
Disaster preparedness committee
Redevelopment agency
Board of health
Metropolitan water district board
Personnel appeal board
Strawberry days committee

(Ord. 2002-5, 2-5-2002; amd. Ord. 2003-11, 8-19-2003; Ord. 2004-28, 10-5-2004)

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

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

SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 17th day of September, 2013.

Bruce W. Call, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC, City Recorder

ORDINANCE NO. 2013-30

AN ORDINANCE OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH ESTABLISHING A STRAWBERRY DAYS COMMITTEE, AMENDING TITLE 2 CHAPTER 2 OF THE PLEASANT GROVE MUNICIPAL CODE TO ADD SECTION I, “STRAWBERRY DAYS COMMITTEE”; PROVIDING FOR APPOINTMENT OF A STANDING COMMITTEE AND OTHER RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of Pleasant Grove City have determined that the annual Strawberry Days Celebration is a vital part of the history and culture of the City; and

WHEREAS, it has become necessary to make some modifications to the organization, planning, and operation of the Strawberry Days Celebration; and

WHEREAS, the Mayor and Council have determined that a standing committee, with a Board of Directors and established by-laws will aid in the successful planning and operation of the Celebration each year; and

WHEREAS, on September 17, 2013, the issue was discussed at a duly noticed public meeting; and

WHEREAS, the Mayor and Council determined to amend the Pleasant Grove City Code to reflect the necessary changes; and

WHEREAS, the Mayor and Council have the power to provide for the health, safety and welfare of the citizens of Pleasant Grove, and

WHEREAS, amending said ordinance has been determined by the governing body to be in the best interests of the health, safety and welfare of the citizens of Pleasant Grove; and

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

SECTION 1. Title 2 Chapter 2 Section I of the Pleasant Grove City Code is hereby adopted to read as follows:

CHAPTER 2

VOLUNTEER BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

ARTICLE I. PLEASANT GROVE STRAWBERRY DAYS COMMITTEE

- 2-2I-1: Pleasant Grove Strawberry Days Committee Established
- 2-2I-2: Organization
- 2-2I-3: Powers and Duties Governed By Adopted Bylaws

2-2I-1: **PLEASANT GROVE STRAWBERRY DAYS COMMITTEE:** The Pleasant Grove Strawberry Days Committee is hereby established to plan and execute all functions necessary to a successful annual Strawberry Days celebration.

2-2I-2: **ORGANIZATION:**

- A. **Membership:** The Strawberry Days Committee shall consist of eleven (11) members, 5 of which shall constitute the Strawberry Days Board of Directors.
- B. **Administration:** The Strawberry Days Committee shall be administered by a board of directors.
- C. **Board of Directors:** the board of Directors shall consist of a chair, a vice chair, the Pleasant Grove City Arts & Culture Director, the Strawberry Days Rodeo Committee chair, and the Strawberry Days Finance Committee chair.
- D. **Appointment:** Members of the Board shall be appointed by the mayor, with the advice and consent of the city council, and consistent with the bylaws of the Strawberry Days Committee, with the exception of the Rodeo Committee Chair who will be selected according to the by-laws of that committee.
- E. **Committee Chairs:** The Board of Directors chair and vice chair shall function as the Strawberry Days Committee chair and vice chair, respectively.
- F. **Committee Members:** the remaining members of the Strawberry Days Committee shall consist of: Pageant Committee chair, Concessions Committee chair, Parade Committee chair, Entertainment and Events Committee chair, Publicity and Marketing Committee chair, the Pleasant Grove Parks & Recreation Director, or designee.
- G. **Appointment of Remaining Committee Members:** Other committee members shall be selected as set forth in the Strawberry Days Committee bylaws.
- H. **Terms of Office:** The terms of board members shall be as follows: The chair shall serve a two (2) year term, beginning September 1 and ending August 31. The vice chair shall serve a two (2) year term, beginning September 1 and ending August 31. Upon completion of the chair's term, the vice chair shall advance to the position of chair.

2-2I-3: **POWERS AND DUTIES GOVERNED BY ADOPTED BYLAWS:**

The Strawberry Day Committee and the board of directors shall be governed by the provisions of the bylaws as approved and adopted by the Strawberry Days Committee. Duties and responsibilities of the committee chair, vice chair, and other committee members are set forth therein. The Strawberry Days Committee shall be subject to the provisions of Title 2 Chapter 1 of this Code “Permanent Administrative Councils, Boards, Commissions and Districts.”

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

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

SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 17th day of September , 2013.

Bruce W. Call, Mayor

ATTEST:

Kathy T. Kresser, CMC, City Recorder

(SEAL)

RESOLUTION NO. 2013-036

A RESOLUTION APPROVING THE FORM OF THE EQUIPMENT LEASE-PURCHASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK, SALT LAKE CITY, UTAH, FOR THE PURPOSE OF ACQUIRING A PUBLIC SAFETY VEHICLE AND AUTHORIZING THE MAYOR TO SIGN SAID LEASE-PURCHASE AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.

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

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, the governing body of Pleasant Grove City (“Lessee”) desires to obtain certain equipment (the “Equipment”) through the execution of a lease-purchase agreement with Zions First National Bank (“Lessor”), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

WHEREAS, Lessee proposes to enter into the Lease with Lessor substantially in the form presented in this meeting; and

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreement (“Lease”) for the purpose of acquiring the property (“Equipment”) which is a 2014 Ford Explorer to be used as a public safety vehicle in the police department and to be more particularly described in the Lease is appropriate and necessary to the functions and operation of Pleasant Grove City.

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

SECTION 1. The Lease and the acquisition and financing of the Equipment under the terms and conditions as described in the Lease are hereby approved. The Mayor of the Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and

deliver the Lease with any changes, insertions and omissions therein as may be approved by the officers who execute the Lease, such approval to be conclusively evidenced by such execution and delivery of the Lease. The Recorder of the Lessee and any other officer of Lessee who shall have power to do so and each of them hereby is, authorized to affix the official seal of Lessee to the Lease and attest the same.

SECTION 2. It is here by found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

SECTION 3. Pleasant Grove City's obligation under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and Pleasant Grove City obligations under the Leases shall not constitute general obligations of Pleasant Grove City or indebtedness under the Constitution or laws of the State.

SECTION 4. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Lease.

SECTION 5 This Resolution shall take effect immediately upon its adoption and approval.

The undersigned Recorder/Clerk of Pleasant Grove City hereby certifies and attests that the undersigned has access to the official records of the Governing Body of Pleasant Grove City, that the foregoing Resolutions were duly adopted by said Governing Body of Pleasant Grove City at a meeting of said Governing Body and that such Resolutions have not been amended or altered and are in full force and effected on the date stated below.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 17th day of September, 2013

Bruce W. Call, Mayor

ATTEST:

Kathy T. Kresser, CMC
City Recorder



September 13, 2013

Dean Lundell, Finance Director
Pleasant Grove City
70 South 100 East
Pleasant Grove City, Utah 84062

Re: \$33,581.60, Equipment Lease Purchase Dated September 18, 2013

Dear Dean:

Enclosed please find attached an electronic copy of the above referenced lease. Please print TWO copies for signature. As discussed, we have prepared the documents assuming that the City will approve the specifics of the lease at its next regularly scheduled meeting on Tuesday, September 17, 2013.

If all of the enclosures are acceptable, please place this item on the agenda and have the appropriate individuals sign TWO copies of the lease and 8038-GC. Please return *both* completed copies to us as soon as possible in order for us to fund and close the lease on Wednesday, September 18, 2013.

In addition to the signed copies of the lease and pursuant to Section 1.1 of the documents, I have also enclosed a lease requirement checklist with a listing of items that must be received prior to funding.

In order for us to perfect our security interest in the equipment it is necessary for Zions First National Bank to be shown as first lien holder on the title to any vehicles being acquired. Please arrange for the titles to be sent to our office as soon as possible.

Please let me know if you have any questions on the documents or need further assistance. As always, it is a pleasure working with you.

Sincerely,

Johnathan Ward

Johnathan Ward
Vice President

JW/vc

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of September 18, 2013, by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Pleasant Grove City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the

Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Business Day” shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

“Equipment” shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

“Lessee” shall mean Pleasant Grove City, Utah.

“Lessor” shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Principal Outstanding” means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payment Date” means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

 X September 18, 2013.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for four (4) successive additional periods of one year coextensive with Lessee’s fiscal year (each, a “Renewal Term”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee.* The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10-8-6 or 11-1-1 through 11-1-2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price.* On any Business Day on or after September 18, 2013, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option.* To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option.* Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase.* Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.
- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code;
 - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
 - (3) in order to preserve the status of this Lease as other than a “private activity bond” as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any “private business use” as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such “private business use” or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
 - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee’s request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor’s only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit “A.” Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment*

effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII
Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect

regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at Pleasant Grove City, Utah, City Hall, 70 South 100 East, Pleasant Grove, UT 84062. Attention: Dean Lundell.

(b) if to Lessor, at Zions First National Bank, One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured

party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of Zero (\$.00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

- Exhibit A..... Description Of Equipment
- Exhibit B Resolution Of Governing Body
- Exhibit C Payment Schedule
- Exhibit D..... Opinion Of Lessee’s Counsel
- Exhibit E Delivery and Acceptance Certificate

Executed this ____ day of _____, 20____.

Lessor:

Zions First National Bank

By _____

Johnathan Ward, Vice President

Lessee:

Pleasant Grove City, Utah

By _____

Bruce Call, Mayor

EXHIBIT A
Description Of Equipment

<u>Quantity</u>	<u>Description/Serial Numbers</u>
1	2014 Ford Explorer XLT 4x4

Initials of Lessee Signatory

EXHIBIT B
Resolution Of Governing Body
Extract Of Minutes

September 17, 2013

Pleasant Grove City, Utah

The City Council (the “Governing Body”) of Pleasant Grove City, Utah met in regular session at its regular meeting place in Pleasant Grove City, Utah on September 17, 2013, with the following members of the Governing Body present:

Bruce Call	Mayor
Cindy Boyd	Council Member
Cyd LeMone	Council Member
Lee Jensen.....	Council Member
Kim Robinson.....	Council Member
Jay Meacham	Council Member

Also present:

Kathy KresserCity Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, read in full, and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the _____ in open meeting and recorded by the _____. The resolution is as follows:

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Pleasant Grove City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Pleasant Grove City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of Pleasant Grove City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of Pleasant Grove City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Pleasant Grove City, Utah.

Section 3. The officers of the Governing Body and Pleasant Grove City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this _____ day of _____, 20_____.

By _____
Bruce Call, Mayor

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

I, Kathy Kresser hereby certify that I am the duly qualified and acting City Recorder of Pleasant Grove City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on September 17, 2013, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 20_____.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of Pleasant Grove City, Utah this _____ day of _____, 20_____.

By _____
Kathy Kresser, City Recorder

[S E A L] ↑

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

I, Kathy Kresser, the duly qualified City Recorder of Pleasant Grove City, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20____ Annual Meeting Schedule of the City Council (the “Governing Body”) of Pleasant Grove City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on _____, 20____, at the principal office of the Governing Body at Pleasant Grove City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on _____, 20____ to at least one newspaper of general circulation within the geographic jurisdiction of Pleasant Grove City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on September 17, 2013, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the ____ day of _____, 20____ a date not less than 24 hours prior to the date and time of the Governing Body’s regular meeting, and to be provided on the ____ day of _____, 20____, to at least one newspaper of general circulation within the geographic jurisdiction of Pleasant Grove City, Utah, or to a local media correspondent.

In witness whereof, I have hereunto set my hand and affixed the official seal of Pleasant Grove City, Utah this ____ day of _____, 20_____.

By _____
Kathy Kresser, City Recorder

[SEAL] ↑

EXHIBIT C
Payment Schedule

Lessee: Pleasant Grove City, Utah

Date of Lease: September 18, 2013

Amount Due: \$33,581.60

1. Interest has been computed at the rate of 2.4 % per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due annually commencing September 18, 2014. The payments set forth on the attached debt service schedule shall be due on the 18th day of September up to and including September 18, 2018.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

The remainder of this page has been intentionally left blank

Pleasant Grove City, Utah

\$33,581.60 Equipment Lease Purchase

Dated September 18, 2013

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/18/2013	-	-	-	-
09/18/2014	6,401.58	2.400%	805.96	7,207.54
09/18/2015	6,555.22	2.400%	652.32	7,207.54
09/18/2016	6,712.54	2.400%	495.00	7,207.54
09/18/2017	6,873.65	2.400%	333.89	7,207.54
09/18/2018	7,038.61	2.400%	168.93	7,207.54
Total	\$33,581.60	-	\$2,456.10	\$36,037.70

Yield Statistics

Bond Year Dollars	\$102.34
Average Life	3.047 Years
Average Coupon	2.4000049%
Net Interest Cost (NIC)	2.4000049%
True Interest Cost (TIC)	2.4000049%
Bond Yield for Arbitrage Purposes	2.4000049%
All Inclusive Cost (AIC)	2.4000049%

IRS Form 8038

Net Interest Cost	2.4000049%
Weighted Average Maturity	3.047 Years

Lease 09/24/13 | SINGLE PURPOSE | 9/4/2013 | 12:33 PM

Initials of Lessee Signatory

EXHIBIT D
Opinion Of Lessee's Counsel
(Use Attorney's Letterhead)

To: Zions First National Bank
One South Main Street
Salt Lake City, Utah 84111

Gentlemen:

As counsel for Pleasant Grove City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated September 18, 2013, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

Attorney for Lessee

EXHIBIT E
Delivery And Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned (“Lessee”), and Zions First National Bank (“Lessor”), dated September 18, 2013, (“the Lease”) and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit “A” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Pleasant Grove City, Utah

By: _____
(Authorized Signature)

(Print name and title)

Date: _____

Witness

LEASE INFORMATION CHECKLIST

PLEASE SEND THE FOLLOWING DOCUMENTS TO ZIONS BANK:

- Audited Financial Statements for the following years: We have these.
- Correct signatures on all pages (Officer Signature, Officer Attest, Entity Seal, etc.)*
- Send **both** of the signed documents back to:
Zions Bank Public Finance
One South Main Street, 18th Floor
Salt Lake City, Utah, 84133-1109
The second copy will be returned for your records.
- Description of the financed property (Exhibit A) if not included in the lease document.
- Resolution Authorizing Lease. *
- Legal Opinion from local counsel as to Validity. *
- IRS Form 8038-GC. (Please just sign, do not date.) *
- Legal Notice of meeting.
- An agenda from the meeting.
- Evidence of Property Damage Insurance with Zions First National Bank listed as loss payee.
(Please inform us if your insurance is not continuous.)
- Signed W-9 Form*

AS EQUIPMENT IS PURCHASED:

- Copy of Invoices for all equipment purchased.
- Signed Delivery and Acceptance Certificates (Exhibit E)*.
- Titles of vehicles (if applicable)—complete with Zions First National Bank as lien holder.

* Forms provided by Zions Bank Public Finance.

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

▶ **Under Internal Revenue Code section 149(e)**

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if **Amended Return**

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address)			Room/suite
4 City, town, or post office, state, and ZIP code		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue or a consolidated return

8a Issue price of obligation(s) (see instructions)	8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶		
9 Amount of the reported obligation(s) on line 8a that is:		
a For leases for vehicles	9a	
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶		<input type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶		<input type="checkbox"/>
12 Vendor's or bank's name:	_____	
13 Vendor's or bank's employer identification number:	_____	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			

General Instructions

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

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION NO 2013-037

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH JORDAN VALLEY WATER CONSERVANCY DISTRICT, PROVO RESERVOIR WATER USERS COMPANY AND PLEASANT GROVE CITY FOR THE MONITORING OF WATER QUALITY AND THE CARRIAGE OF FLOOD FLOWS OF GROVE CREEK AND BATTLE CREEK IN THE PROVO RIVER RESERVOIR CANAL ENCLOSURE PROJECT.

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

WHEREAS, Jordan Valley Water is a water conservation district and Provo Reservoir Water Users is a Utah corporation; and

WHEREAS, the Provo Reservoir Canal (PRC) is also known as the Murdock Canal has been enclosed; and

WHEREAS, Pleasant Grove City has historically been allowed to discharge runoff water flows into the open Murdock Canal; and

WHEREAS, with the enclosure project a piping mechanism must now be used to discharge those water flows; and

WHEREAS, the Jordan Valley Water Conservancy District and the Provo Reservoir Water Users Company, on behalf of the entities involved in the enclosure project, have agreed to allow those water flows to be discharged into the enclosed canal at the Battle Creek and Grove Creek crossings; and

WHEREAS, the city council finds that it is in the best interests of the citizens of Pleasant Grove City to enter into this agreement to discharge runoff water flows rather than expend funds to expand the downstream storm water system which would be cost prohibitive.

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

SECTION I

1. The Mayor of Pleasant Grove City is hereby authorized to execute an Agreement between the Jordan Valley Water Conservancy District and the Provo Reservoir Water Users Company for the monitoring of water quality and carriage of water flows at Grove Creek and Battle Creek for the Provo Reservoir Canal Enclosure Project.

2. This resolution is effective immediately.

SECTION II

THIS RESOLUTION APPROVED AND ADOPTED this 17th day of September 2013,
by the City Council of Pleasant Grove City, Utah.

Bruce W. Call, Mayor

ATTEST:

(SEAL)

Kathy T. Kresser, CMC
City Recorder

AGREEMENT AMONG JORDAN VALLEY WATER CONSERVANCY
DISTRICT, PROVO RESERVOIR WATER USERS COMPANY
AND
PLEASANT GROVE CITY
FOR THE MONITORING OF WATER QUALITY
AND THE CARRIAGE OF FLOOD FLOWS
OF GROVE CREEK AND BATTLE CREEK
IN THE PROVO RESERVOIR CANAL ENCLOSURE PROJECT

This AGREEMENT is entered into effective the ____ day of _____, 2013 (the “Effective Date”), by and among JORDAN VALLEY WATER CONSERVANCY DISTRICT, a Utah Water Conservancy District (JVWCD), PROVO RESERVOIR WATER USERS COMPANY, a Utah Corporation (PRWUC) and PLEASANT GROVE CITY, a Utah municipal corporation (PG).

AGREEMENT BACKGROUND AND PURPOSES

The Provo Reservoir Canal (PRC), also known as the Murdock Canal, is currently a facility of the Provo River Project, Deer Creek Division (PRP), and currently belongs to the United States Department of the Interior, Bureau of Reclamation (USBR) for the benefit and use of some PRP beneficiaries.

The PRC extends approximately 21.5 miles, from and including the Murdock Diversion near the mouth of Provo Canyon, to discharge points to the Utah Lake Distributing Company canal, and the Welby and Jacob canals, at locations near and west of Jordan Narrows.

The original PRC was constructed by the Provo Reservoir Company, the predecessor to PRWUC, in the early part of the 20th Century on mostly fee lands acquired by Provo Reservoir Company. In 1939, as a part of the construction of the PRP, USBR acquired the PRC, together with additional PRC corridor lands and interests in lands. The PRC was enlarged and reconstructed by USBR, including the construction of entirely new, larger siphons, which in some cases were relocated onto lands newly acquired by USBR.

The Provo River Water Users Association (PRWUA) is the local sponsor of the PRP. By the terms of the 1936 repayment contract between PRWUA and USBR, and federal Reclamation statutes, PRWUA is responsible to repay to USBR all of the costs of acquisition and construction of the PRP, including the PRC. PRWUA annually assesses its shareholders to fund repayment to USBR. PG is not a PRWUA shareholder, and has not contributed directly to the repayment of the PRP, but does have indirect interests via the Metropolitan Water District of Pleasant Grove and ownership of stock in Pleasant Grove Irrigation Company, PRWUC, and potentially other companies who are PRWUA shareholders.

All of the capacity of the PRC was allocated by contract by USBR. The original design capacity of the original PRC was confirmed by a USBR contract to PRWUC. All of the PRC capacity created by USBR was contracted by USBR to PRWUA. PRWUA in turn contracted essentially all of its PRC capacity by subscription contract to some of the PRWUA shareholders, but not in proportion to PRWUA shares. PG does not hold any contract PRC capacity rights directly from USBR or PRWUA, but does have indirect interests via the Metropolitan Water District of Pleasant Grove and ownership of stock in Pleasant Grove Irrigation Company, PRWUC, and potentially other entities that do have PRC capacity.

Those with PRC capacity rights are responsible to reimburse annual maintenance costs to PRWUA in proportion to capacity rights, whether any of that capacity is exercised or not. Those with PRC capacity rights are responsible to reimburse annual operation costs to PRWUA in proportion to the volume of their water carried in the PRC. PG has not directly reimbursed PRWUA for PRC operation or maintenance (O&M) costs, but has paid O&M costs via the Metropolitan Water District of Pleasant Grove, Pleasant Grove Irrigation Company, PRWUC, and potentially other entities that do reimburse PRWUA for PRC operation and maintenance costs.

USBR as owner of the PRC, and PRWUA as the entity responsible for the operation and maintenance of the PRC under the 1936 repayment contract, have long desired to enclose the PRC. Finally, the necessary legislation, and extensive and complicated contracts, and National Environmental Policy Act (NEPA) compliance, necessary for the \$150 Million Provo Reservoir Canal Enclosure Project (PRCEP) are in place. Construction of the PRCEP is substantially completed. The public benefits to be realized through the PRCEP will include, but are not limited to, the following:

Improved Personal and Property Safety. Because the PRC is an open canal, with siphons under streams and roads, it poses a threat to public safety. Because the PRC is an earthen, mostly unlined, perched canal, it has breached on one occasion and approached breach on another occasion. The PRCEP will virtually eliminate these risks to the public.

Increased Capacity. The design capacity of the PRCEP, as compared to the PRC, will be increased and generally remain constant along its entire length. One benefit the enclosure and enlargement will bring is year-round redundancy and operational flexibility. The PRCEP complements the Jordan Aqueduct System (JAS) and the Salt Lake Aqueduct (SLA), the two other facilities that convey water from the Provo River System to treatment for public use.

Water Conservation and Habitat Restoration. The unlined PRC lost, on a long-term annual average, approximately 8,000 acre-feet (AF) of water. The savings of water

allowed Metropolitan Water District of Salt Lake & Sandy (MWDSLS) and JWCD to relinquish contracts for a total of 8,000 AF of Central Utah Project (CUP) and Utah Lake System (ULS) water, and free up that water for use by the Department of the Interior for stream flows in the lower Provo River, which is designated critical habitat for the endangered June sucker. Such stream flows were a critical statutory and contractual mandate for the CUP, which is being constructed, operated and maintained by Central Utah Water Conservancy District (CUWCD). CUWCD is bearing half of the costs of PRCEP design and construction.

Improved Water Quality. JWCD operates and maintains the Jordan Valley Water Treatment Plant (JWTP) for the benefit of JWCD and MWDSLS. Each of those two districts has ownership interests in the JWTP, with JWCD holding a 5/7ths interest and MWDSLS holding a 2/7ths interest. The JWTP is supplied water primarily by the Jordan Aqueduct System, but the PRC does supply water to JWTP. Increasingly, the PRCEP will provide water to JWTP. JWCD has been motivated to participate in the PRCEP in significant part because enclosure of the PRC will improve water quality by eliminating storm water, debris, etc. from entering the PRCEP.

Decreased Operation and Maintenance Costs. The costs of operating and maintaining the PRCEP are expected to be markedly less than the costs of operating and maintaining the PRC. A large majority of these costs are ultimately paid by public entities.

Public Non-Motorized Trail. The PRCEP will allow Utah County to construct, operate and maintain a public trail over most of the length of the PRCEP. The wide PRC corridor, a very mild slope for the most part, and connections to other trail systems, present a unique opportunity for public recreation. More of that trail will be located in PG than in any other city it traverses.

On February 1, 2010, JWCD and PRWUC entered into a Master Agreement for the PRCEP with PRWUA, CUWCD, and MWDSLS. The Master Agreement expressly limits sources of water carried in the PRCEP to the Provo River and ULS, unless all of the parties to the Master Agreement concur.

In most years the peak combined flows of Grove Creek and Battle Creek do not exceed the combined available capacities of the Pleasant Grove Irrigation Company system and the PG storm water system. Occasionally, however, the peak combined flows of these two creeks do exceed the combined available capacities of the Pleasant Grove Irrigation Company system and the PG storm water system. The natural waterways for these two creeks to Utah Lake have been obliterated by development over time, however, PG boundaries do not extend to Utah Lake. For

some time, excess flows have been directed down sand-bagged PG streets, and later via temporary pipes laid on PG streets, into the open PRC.

Under the existing agreements of USBR and others, PG has no capacity right in PRCEP. JWCD believes that allowing excess flows of these creeks into the PRCEP, among other problems or potential problems, would cause violations of state law and the federal Safe Drinking Water Act, and related regulations, because there is no approved source water protection plan in place. Also, to the extent that excess flows have been discharged into the open PRC and beneficially used, there is no apparent water right for such use. The Utah Lake basin is over-appropriated and is closed to new appropriations. JWCD, PRWUC, PRWUA and many others depend upon Utah Lake directly and indirectly, as well as the priority rights in and to Utah Lake.

It is not clear if PG has any right to discharge excess flows into the PRC, particularly after completion of the PRCEP. Such a claim, and defenses to such a claim, are disputed.

PG has indicated that it would have a financial and engineering burden building additional facilities to carry the excess flows to Utah Lake, particularly without appropriate lead time for planning and financing.

JWCD believes it is important to protect the quality of its drinking water from any degradation, and to see that applicable state and federal laws and regulations, including but not limited to Safe Drinking Water Act provisions and related regulations, are complied with. JWCD and PRWUC would strongly prefer not to give up any of their PRCEP capacity in order to accommodate Grove Creek and Battle Creek excess flows, even if only for a matter of weeks in high runoff years, as this diminishes operational flexibility for JWCD, PRWUC and PRWUA.

The parties have agreed to resolve their disputes as described below.

IN CONSIDERATION of the mutual covenants of the parties, and the resolution of disputed claims, the parties agree as follows:

1. **Design, Construction and Operation of PG Connection to PRCEP.**

a. **Design and Construction.** PG shall cause a piped connection from the retention/settlement basins near the mouths of the two canyons to the PRCEP to be constructed and maintained, at PG's sole expense, in a safe and reasonably professional manner, as reasonably approved by JWCD and PRWUC. The plans for the described connection to PRCEP are in progress. Any changes to the current plans proposed by PG shall be approved in advance by JWCD and PRWUC. Upon reasonable notice, PG agrees to cause to be designed

and constructed, at PG's sole expense, modifications to the PG connection and related facilities if determined by JWCD and PRWUC, after consultation with PG, to be reasonable and necessary for water quality or operational flexibility, including, but not limited to facilities necessary to move the diversion of one or both creeks further up-stream, improvements to retention/settlement basins, improvements to screens, etc.

b. **Metering and Operation.** Such PG connection shall contain real time and recorded metering to enable JWCD and PRWUC to monitor compliance with this Agreement and to measure flows and quantities of water introduced into PRCEP from Grove and Battle Creeks, with feeds to the JWCD and PRWUA Supervisory Control and Data Acquisition (SCADA) systems. Any valves required to introduce excess Grove Creek and Battle Creek flows, as described in this Agreement, into the described PG connection will be controlled remotely by PRWUA only. Each party to this Agreement agrees to reasonably cooperate with PRWUA regarding design, construction, operation, maintenance, and restoration activities.

c. **Source of Water.** No source of water other than the retention/settlement basins shall be allowed into the PG connection, and no source of water other than natural Grove Creek and Battle Creek flows (and natural precipitation falling directly on the basins) upstream of the retention/settlement basins shall be allowed into the retention/settlement basins.

d. **Screening.** PRCEP is lined with a material critical to the durability and capacity of PRCEP that is susceptible to abrasion. Grove Creek and Battle Creek water shall be screened, as directed by JWCD and PRWUC, before it is introduced into the above described PG connection. Such directions are subject to change upon reasonable notice and consultation with PG and PRWUA. The goal will be to achieve water quality consistent with the water being introduced into PRCEP from the Murdock Diversion.

e. **Inspection.** JWCD and PRWUC shall have the right to inspect all or any part of the PG connection upon notice to PG which is reasonable under the circumstances.

f. **Restoration.** Upon the effective date of termination of this Agreement, PRWUA shall reasonably repair the PRCEP at the point of connection with the PG system, and PG shall reimburse PRWUA for such costs, together with interest after 60 days from invoice at the rate of prime + 2% as reasonably calculated by PRWUA.

2. **Excess Flows Only.** PG waives any claims or potential claims regarding its legal right to discharge excess flows into the PRC by entering into this Agreement. PG shall cause the combined capacities of the Pleasant Grove Irrigation Company system, the PG storm water system and the PG secondary irrigation system to be maintained. PG shall not attempt to

introduce Grove Creek and/or Battle Creek flows into PRCEP without making reasonable efforts to maximize the carriage of such flows in the then available combined capacities of the Pleasant Grove Irrigation Company system, the PG storm water system and the PG secondary irrigation system. To the extent that PG has at that time any ability to put higher quality water into the PRCEP and lower quality water into the Pleasant Grove Irrigation Company system and/or PG storm water system and/or any PG secondary irrigation system, the highest quality water shall be diverted to PRCEP. No flows from Grove Creek or Battle Creek that fail to meet these criteria shall be introduced into PRCEP without the prior written consent of JWCD and PRWUC. No projects above the retention/settlement basins that may increase the turbidity of water introduced into PRCEP shall be conducted or allowed by PG.

3. **Use of PRCEP Capacity.**

a. **First Tier PRCEP Capacity Use.** PG shall first utilize PRCEP capacity that is then available to PG via the Metropolitan Water District of Pleasant Grove, or as a shareholder of Pleasant Grove Irrigation Company, PRWUC, and/or any other entity that may have capacity rights in the PRCEP. PG shall not take any action during the term of this Agreement to diminish any capacity that may be available to it to carry Battle Creek and Grove Creek excess flows via the Metropolitan Water District of Pleasant Grove or as a shareholder of Pleasant Grove Irrigation Company, PRWUC, and/or any other entity that may have capacity rights in the PRCEP. PG is solely responsible to make the arrangements necessary for such first tier PRCEP capacity use, and pay all associated costs. All terms of this Agreement shall be applicable to the use of such PRCEP capacity except for the JWCD or PRWUC charges for use of JWCD or PRWUC PRCEP capacity described in section 3.c. below.

b. **Second Tier PRCEP Capacity Use.** Next, PG will use any PRCEP capacity that PRWUA can and agrees to make available to PG consistent with the terms of the Master Agreement. PG is solely responsible to make the arrangements necessary for such second tier PRCEP capacity use and pay all associated costs. All terms of this Agreement shall be applicable to the use of such PRCEP capacity except for the JWCD and PRWUC charges for use of JWCD and PRWUC PRCEP capacities described in section 3.c. below.

c. **Third Tier PRCEP Capacity Use.** Next, PG may utilize any PRCEP capacity that JWCD or PRWUC can reasonably make available to PG. Due to the redundancy in JWCD's system, and the likely demands on JWCD and PRWUC when excess Grove Creek and Battle Creek flows are likely to occur, it is anticipated that JWCD or PRWUC will be able to make PRCEP capacity available to PG, however, JWCD and PRWUC make no specific representations or warranty of the same. JWCD's service to its member agencies (including any member agency(ies) that may be added), JWCD's commitments to Welby Jacob Water Users Company, and JWCD's opportunities to sell surplus water for revenue, may take priority to the uses granted PG herein. Increased costs incurred by JWCD or PRWUC, as

reasonably calculated by JWCD or PRWUC, as a result of PG use of JWCD or PRWUC PRCEP capacity shall be reimbursed to JWCD or PRWUC by PG within 30 days of receipt of an invoice for the same, together with interest at the then prevailing Public Treasurers' Investment Fund rate plus 2% per annum. In addition, PG may be charged a carriage fee as set by the JWCD Board of Trustees and/or the PRWUC Board of Directors. PG may, in lieu of payment of the carriage fee to JWCD and/or PRWUC, and while PG is deemed by JWCD and PRWUC to be in full compliance with the terms of this Agreement, keep the carriage fee in a restricted reserve to be used by PG only for improvements to PG facilities that reduce PG dependence on PRCEP capacity, or studies regarding the same, as reasonably approved in advance by JWCD and PRWUC.

d. **Fourth Tier PRCEP Capacity Use.** To the extent that PG needs PRCEP capacity in addition to JWCD's or PRWUC's capacity, it will acquire such capacity by written contract, but all terms of this Agreement shall be applicable to the use of such additional PRCEP capacity except for the JWCD or PRWUC charges for use of JWCD and/or PRWUC PRCEP capacity described in section 3.c. above.

e. **Mandatory Consent of Others.** Any use of PRCEP by PG shall require the written and signed agreement of the other parties to the Master Agreement. JWCD will reasonably cooperate with PG to obtain such agreement, but makes no warranty or representation that such agreements will be obtained. Any use of the PRCEP while in USBR ownership shall require the written agreement of USBR.

4. **Watershed Protection.**

a. **Approved Watershed Protection Plan.** PG shall, at its sole expense, cause a source protection plan, reasonably approved by JWCD and PRWUC in advance, to be developed and implemented. The source protection plan must be approved by the Utah Division of Drinking Water and/or other state and/or federal agency from time to time as required by applicable law, statute, regulation or ordinance. The source protection plan shall include signage, education and reasonable patrols. It is not anticipated that the plan will require exclusion of horses, dogs, or overnight camping, but that may change in the future to address serious biological contamination as reasonably determined by JWCD and PRWUC after consultation with PG. One goal of the source protection plan is stream protection zones of a distance from the stream available to Utah cities of the first class. Since PG is not a city of the first class, cooperation of the United States Forest Service (USFS), and/or Utah County ordinance, and/or legislation may be necessary to achieve this goal. The same will be diligently pursued as necessary by PG, with the reasonable cooperation of JWCD and PRWUC. One goal of the source protection plan shall be maintaining water quality at least of the same quality as to each constituent of concern as Provo River water at the Murdock Diversion as that may change from time to time.

b. **Sampling.** In consultation with PG, JWCD and PRWUC will develop a sampling plan for the watersheds and Provo River at the Murdock Diversion. The sampling plan may change from time to time with experience, trends, concerns as to particular constituents that may change from time to time (including but not limited to constituents that are regulated), and applicable law, statute, regulation or ordinance. Attached as Exhibit B is an initial sampling plan. PG shall, at its sole expense, cause samples to be gathered, labeled and transported for testing in a manner consistent with JWCD protocols, that may change from time to time, by qualified and trained individuals. JWCD shall be solely responsible for lab costs. **[In light of the companion agreement between the City and Metro, this subparagraph is repetitive of efforts. Inasmuch as Jordan Valley doesn't intend to increase the burden on the City, it offers (i) to perform all lab work half of the time at its expense (or to cause it to be done by outside, consulting labs), and (ii) to communicate all results to Metro. The City can make the necessary arrangements with Metro for this to happen, and a letter to Jordan Valley from both the City and Metro would be sufficient.]**

5. **Regulatory Approvals and Water Rights.**

a. **Protection of Utah Lake Rights.** PG understands that PRP, CUP and Welby Jacob Water Users Company water rights that JWCD depends upon, and various Provo River and Weber River water rights that PRWUC depends on, are dependent upon the level of Utah Lake. Except as otherwise approved by final order of the Utah State Engineer (or final court order upon judicial review), at PRWUA's sole discretion, Grove Creek and Battle Creek water introduced into PRCEP by PG may be discharged to American Fork River, Dry Creek, and/or Jordan River in order to make Utah Lake whole. PRWUA shall never have any obligation to discharge quantities that would cause the capacity of American Fork River, Dry Creek and/or Jordan River as determined by PRWUA, to be exceeded. PG shall at its sole expense be responsible for any compliance with any and all federal and state statutes, regulations or ordinances applicable to such water rights and discharges, including, but not limited to, any Clean Water Act compliance and any compliance with any applicable water rights common law, statutes or regulations.

b. **Necessary Water Rights.** To the extent Grove Creek and Battle Creek water introduced into PRCEP for PG cannot be so discharged, or is not so discharged, into American Fork River, Dry Creek and/or Jordan River, PG shall have in place any approvals required by applicable federal and/or state statutes, regulations or ordinances. JWCD and PRWUC will make reasonable efforts to consult with PG before protesting any application to the Utah State Engineer filed by PG to use excess Grove Creek or Battle Creek water introduced into PRCEP, but JWCD and PRWUC reserve all power and right to protect their water rights and

the water rights that they depend upon. Subject to the foregoing, PG is free to sell the Grove Creek and Battle Creek water introduced into PRCEP consistent with this Agreement.

6. **Insurance.** PG shall maintain a broad form general liability policy of insurance consistent with Exhibit A attached. PG will procure an endorsement listing JWCD, PRWUC, PRWUA, and their respective trustees, directors, officers, and employees as additional insureds for claims arising out of PG's use of the PRCEP or PG's failure to make alternative measures for handling Grove Creek and Battle Creek flows following effective date of termination of this Agreement. Such coverage for JWCD and PRWUC and their respective trustees, directors, officers and employees shall be primary to any other coverage for the additional insureds. PG shall provide an insurance certificate and an endorsement to JWCD and PRWUC evidencing compliance with this provision at least annually. From time to time JWCD or PRWUC may increase the required liability limit to account for inflation. From time to time JWCD or PRWUC may make other changes to the liability insurance requirements to account for changes in the insurance industry or standard insurance forms. In the alternative, JWCD and PRWUC may elect to make other equivalent arrangements to have JWCD, PRWUC and PG, and their trustees, directors, officers, and employees as insured under the same policy for the first layer of coverage as described and apportion the costs reasonably.

7. **Term.**

a. **Perpetual Term Subject to Termination.** Except as described in this Agreement, the term of this Agreement shall be perpetual.

b. **Fifteen Year Notice Termination Without Cause.** Upon at least fifteen (15) years prior written notice, JWCD or PRWUC may terminate this Agreement without cause, in their sole and absolute discretion. If notice is given under this contract clause, PG will begin to implement improvements to the PG storm water system or provide information to JWCD and PRWUC regarding any other alternative methods PG decides to use in order to adequately manage the excess flows. PG will provide a written annual report to JWCD and PRWUC regarding the progress. During the 15 year notice period and as long as reasonable progress, as determined jointly by PG, JWCD and PRWUC, is being made regarding improvements to the PG storm water system, PG may continue to use the PRCEP for excess flows as outlined in this Agreement. If reasonable progress is not being made during the 15 year notice period, PG agrees and acknowledges that the lack of progress is deemed a public threat and this Agreement will be terminated pursuant to paragraph 7.c. In this event, PG agrees to defend and indemnify JWCD and PRWUC as more specifically stated in paragraph 7.g.

c. **Termination Upon Finding of Public Threat.** JWCD or PRWUC may terminate this Agreement as determined to be reasonable and necessary to avoid a material threat

to the health, safety and welfare of the public, after notice which is reasonable under the circumstances, all as determined in good faith by the JWCD Board of Trustees or the PRWUC Board of Directors in a meeting where PG is invited to attend and give comment.

d. **Termination by PG.** PG may terminate this Agreement without cause upon 30 days written notice to both JWCD and PRWUC.

e. **PG Obligation to Develop System Upon Termination.** PG shall plan, finance and construct facilities to reasonably carry excess Grove Creek and Battle Creek waters without harm to person or property, and shall discontinue use of the PRCEP completely and timely upon the termination date.

f. **No Prejudice to Other Remedies.** All rights of termination by JWCD, PRWUC and PG expressed in this Agreement shall be in addition to any legal or equitable remedies for breach of this Agreement that would otherwise be available, including termination for material breach and specific performance.

g. **Indemnity.** In addition to the coverages and benefits afforded by the insurance described in paragraph 6 of this Agreement, PG shall defend, indemnify and hold harmless JWCD, PRWUC and PRWUA and their respective trustees, directors, officers, shareholders, agents, assigns, successors, and employees from any and all third-party claims, demands, obligations, actions, causes of action of every kind, nature and description, and all liabilities for injuries, losses, death, and damages, whether personal, property, or economic, in any way arising out of, resulting from, or related to, but not limited to: (i) termination of Grove Creek and Battle Creek excess flows in to or out of the PRCEP, and (ii) discharge or release of Grove Creek or Battle Creek water from the PRCEP.

h. **Obligations That Survive Termination.** PG obligations to make payments, make restoration, and indemnify as described in this Agreement shall survive termination.

8. **General.**

a. **Notice.** Any notice required by this Agreement shall be deemed given when mailed or delivered to:

Jordan Valley Water Conservancy District
ATTN: General Manager
8215 South 1300 East
West Jordan, Utah 84088

Provo Reservoir Water Users Company
1156 South State Street, Suite 104
Orem, Utah 84097

Pleasant Grove City
ATTN: City Administrator
70 South 100 East
Pleasant Grove, Utah 84062

b. **Successors/Assigns/Third Party Beneficiaries.** The rights and obligations of the parties may not be assigned or transferred without the prior written consent of all other parties, which may be withheld at the sole discretion of the approving party. PRWUA alone is an intended third party beneficiary.

c. **Authority.** The person(s) signing on behalf of the parties represent and warrant that they have been duly authorized by formal action of their respective governing body to execute this Agreement.

d. **No Warranty.** Neither JWCD nor PRWUC makes any warranty or representation as to the condition of the PRCEP, or the fitness or compatibility of the PRCEP for use as anticipated by PG or this Agreement.

e. **Venue.** This Agreement shall be governed by the laws of the State of Utah. Any action regarding this Agreement shall be brought in the Third Judicial District Court in and for Salt Lake County.

f. **Integrated Agreement.** (i) This Agreement constitutes the entire agreement among the parties on the subjects set forth and it supersedes any prior negotiations or discussions, and cannot be altered except through a written instrument signed by all parties.

(ii) PG and the MWDSLs entered into that certain "Agreement between Metropolitan Water District of Salt Lake & Sandy and Pleasant Grove City for the Monitoring of Water Quality and the Carriage of Flood Flows of Grove Creek and Battle Creek in the Provo Reservoir Canal Enclosure Project," effective as of February 13, 2012 (the "Contract"). If the Contract is

amended, revised, restated or terminated, or if MWDSLs gives to PG an order or direction as authorized by the terms of the Contract, then PG shall give written notice to JVWCD and PRWUC within ten (10) business days following that event. If this Agreement is amended, revised, restated, or terminated, or if JVWCD and/or PRWUC should give to PG an order or direction as authorized by the terms of this Agreement, then PG shall give written notice to MWDSLs within ten (10) business days following that event.

DATED effective the day and date first written above.

JVWCD:

Dated: _____ JORDAN VALLEY
WATER CONSERVANCY DISTRICT

By: _____
_____, Its _____

PRWUC:

Dated: _____ PROVO RESERVOIR WATER USERS
COMPANY

By: _____
_____, Its _____

CITY:

Dated: _____ PLEASANT GROVE CITY

Attest:

By: _____
_____, Its _____

City Recorder

EXHIBIT A

INSURANCE AND BOND REQUIREMENTS

Re: PG, JWCD and PRWUC

A. MINIMUM LIMITS OF INSURANCE

PG and all of PG's contractors and all subcontractors of PG's contractors shall maintain limits no less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000.0 Aggregate, Broad Form Commercial General Liability, (ISO 1993 or better), to include Products - Comp/OP, aggregate of \$2,000,000.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention must be declared to and approved by JWCD and PRWUC in writing. At the option of JWCD or PRWUC, either the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects JWCD or PRWUC, its trustees, directors, officers, and employees, or PG may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work which may impact PRP, PRCEP, JWCD or PRWUC facilities will provide performance and payment bonds for the full sum of their contracts, naming JWCD and/or PRWUC, as applicable, as co-obligee.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability Coverages

(a) JWCD and PRWUC, their trustees, directors, officers, and employees are to be covered as additional insureds as respects: claims arising out of activities of the named insured relating to the collection, conveyance, or discharge of Grove Creek and/or Battle Creek flows and/or construction that may impact JWCD and/or PRWUC facilities. The coverage shall

contain no special limitations on the scope of protection afforded to JWCD or PRWUC, their trustees, directors, officers, and employees.

(b) The insurance coverage of PG, PG's contractors and subcontractors, shall be a primary insurance with respect to JWCD or PRWUC, their trustees, directors, officers, and employees. Any insurance or self-insurance maintained by JWCD or PRWUC, their trustees, directors, officers, and employees shall be in excess of the PG's insurance and shall not contribute with it.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the authorized representatives of JWCD and PRWUC.

F. VERIFICATION OF COVERAGE

PG and all of PG's contractors and all subcontractors of PG's contractors shall furnish JWCD and PRWUC with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by JWCD and PRWUC before work commences. JWCD and PRWUC reserve the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. PG STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

PG shall see that each of PG's contractors, and each of their subcontractors, complies with these insurance requirements, and PG shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

EXHIBIT B

Sampling Plan

Samples will be gathered at or near the Murdock Diversion on the Provo River, at or near the mouth of Battle Creek canyon, at or near the mouth of Grove Creek canyon for the purposes of testing for the following listed constituents. Samples will be collected at the frequencies indicated. Samples will be collected by PG and delivered to the JWTP lab located at 15305 South 3200 West, Herriman, Utah, 84065. Any costs related to the collection and transporting of the samples will be the responsibility of PG. Sample testing will be performed by JWCD. Any costs related to the processing of sample tests will be the responsibility of JWCD.

<u>Constituent</u>	<u>Frequency (April-September)</u>	<u>Frequency (October-March)</u>
total organic carbon (TOC)	weekly	monthly
pH	weekly	monthly
alkalinity	weekly	monthly
hardness	weekly	monthly
turbidity	weekly	monthly
colilert	weekly	monthly
heterotrophic plate count	weekly	monthly
nitrate	weekly	monthly
nitrite	monthly	monthly
chloride	weekly	monthly
fluoride	monthly	monthly
sulfate	weekly	monthly
ortho-phosphate	monthly	monthly
metals	monthly	monthly
total dissolved solids	monthly	monthly
conductivity	monthly	monthly
giardia	monthly	quarterly
cryptosporidium	monthly	quarterly

Changes to the location, frequency, and constituents may be modified from time to time as reasonably determined by JWCD or PRWUC.

RESOLUTION NO. 2013-038

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT WITH MOUNTAINLAND HEADSTART, INC. FOR REAL PROPERTY LOCATED AT 485 WEST 220 SOUTH, Suite 100, PLEASANT GROVE, UTAH.

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

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, Mountainland Head Start, Inc. is a Utah corporation, and

WHEREAS, City and Mountainland Head Start desires to enter into a Site Lease (“Lease”) for the purpose of operating a preschool for children on property owned by Pleasant Grove City; and

WHEREAS, the parties have reached agreement as to the terms of said amendment to the Lease; and

WHEREAS, the City Council has been advised of the proposed terms of the Lease Agreement and is in agreement with the proposed terms.

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

SECTION 1.

The Mayor is authorized to sign the “Lease” with Mountainland Head Start, Inc., for property located at approximately 485 West 220 South, Pleasant Grove, Utah. Said Lease is Exhibit “A” which is attached hereto and incorporated herein.

SECTION 2.

The provisions of this Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 17th day of September, 2013.

Bruce W. Call, Mayor

ATTEST:

Kathy T. Kresser, CMC
City Recorder

(SEAL)

Mountainland Head Start & Pleasant Grove City

Lease Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 2013 by and between PLEASANT GROVE CITY, a municipal corporation duly organized under the laws of the State of Utah (hereinafter referred to as Landlord), and MOUNTAINLAND HEAD START, INC., a Utah corporation of 264 West 300 North, Provo, Utah (hereinafter referred to as Tenant).

The parties hereby agree as follows:

I.

LEASED PREMISES

Landlord agrees to lease to Tenant for the use and time periods as herein set forth the following described premises in Pleasant Grove City, Utah County, State of Utah.

That real property located at 485 West 220 South, Suite 100, including there with the grass area immediately adjacent to the surrounding area of said building and the parking lot area immediately adjacent to the south and west side of said building.

II.

TERM

The term of this lease shall commence on the 12th day of August, 2012 and shall automatically terminate on the 17th day of May, 2017.

III.

RENT

Tenant shall pay rent in advance to the Landlord in the sum of Four Thousand and Five Hundred Dollars (\$4500.00) annually. Rent for the 10 month period shall be due on or before the 1st day of August, 2012, and rent for each succeeding year shall be due on or before the same day of each year thereafter.

IV.

USE OF PREMISES

The premises are leased only for the following periods of time and may be used by the Tenant only during said periods of time: from 7:00 a.m. until 6:00 p.m. Monday through Friday of each week, and for one night per month from 6:00 p.m. until 10:00 p.m. from August to May each year. The one night per month use provided herein shall be approved and scheduled by the Pleasant Grove City Recreation Director (acting on behalf of Landlord). Tenant shall have such additional use as is approved by the Pleasant Grove City Parks and Recreation Director (acting on behalf of Landlord) at the sole discretion and option of the Pleasant Grove City Parks and Recreation Director. The lease premises are only to be used to house a Head Start preschool, and Tenant shall make all necessary changes to convert the premises to that use and to make improvements as may be required to meet City, State or Federal health requirements, or any other requirements related to Tenant's use of the premises. All of said improvements shall be made in a workmanlike manner at the sole expense of Tenant. Tenant shall advise Landlord and obtain written approval from the Landlord prior to construction of any improvements on the premises. All improvements made and affixed to the premises shall revert to the Landlord upon termination of this lease agreement. Activities conducted on the premises shall be in strict compliance with all Federal, State and local laws.

V.

ASSIGNMENT AND SUB-LEASE

Tenant shall not assign or sub-lease its interest in this lease, or any part thereof, without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. The giving of any such consent shall not release or discharge the Tenant from the performance of its duties and obligation herein.

VI.

MAINTENANCE BY TENANT

Tenant shall keep and maintain the leased premises in a good, sanitary, and usable condition and shall be responsible for repairs, cleaning, and custodial work on the subject premises, related in any manner to Tenant's use of the leased premises during all 12 months of the year, and shall return possessions of said premises at the termination of this lease agreement to Landlord in the same condition as said premises exist at the commencement of this lease agreement, normal wear excepted therefrom.

VII.

ACCESS BY LANDLORD

Landlord reserves the right to enter the leased premises at all reasonable times during the term of this lease for the purpose of examining and inspecting the premises and insuring that the terms of this agreement are fulfilled. No claim for damage shall be made by Tenant against Landlord because of the exercise of this reserved right to enter the leased premises.

VIII.

INDEMNITY

It is expressly understood that this is not a joint business venture between the parties and that Tenant shall indemnify, protect, defend and save Landlord harmless from and against any and all claims, costs, charges, liabilities, and attorney's fees arising from damage or injury, actual or claimed of whatsoever kind or character, to property or persons, occurring in or on the leased premises.

IX.

UTILITIES AND EASEMENTS

Utilities, water, power, gas, electricity, trash removal, sewage, other utilities, and assessments made against the property by any governmental entity, are included in the rental fee of four hundred and fifty dollars (\$450). This figure is subject to review each month for modification due to increase in fees and charges. No change will be made unless an increase is more than 10% above the previous years amount paid for the same month.

X.

USE FOR OTHER PUBLIC EVENTS

Tenant agrees that the Landlord may lease the parking lot and make any use of the parking lot at all times other than during the periods of time when Tenant has the right to the use of said premises, as set forth herein.

XI.

INSURANCE

Tenant agrees to keep the premises and all activities conducted thereon insured in the following amounts:

- A. Public liability insurance with limits of not less than \$1,500,000 as to any one person and \$1,500,000 as to any one incident.
- B. Property damage insurance with limits of \$1,500,000 as to each incident.

Landlord shall be named as one of the insured on each policy and each policy shall also include a term requiring the insurer to provide Landlord with thirty (30) days written notice prior to cancellation for any reason. Tenant agrees to make all payments necessary to keep the above insurance coverage in full force and effect during the term of this agreement and any and all extensions thereof.

XII.

TAXES

Tenant agrees to pay all sales taxes, personal property taxes, or other taxes assessed on the leased premises applicable to any business operations or activities conducted thereon by the tenant.

XIII.

CONDITION OF PREMISES

Tenant accepts the premises "as is" without guarantee, warranty, or representation by the Landlord as to the condition of said property.

XIV.

EXCLUSION

In the event that Federal monies funding the Mountainland Head Start Program become unavailable for any reason, Tenant will give Landlord 90 days notice and this contract will terminate at the end of said 90 day period.

XV.

REMEDY UPON DEFAULT

In the event Tenant defaults in the payment, when due, of any installment of rent herein reserved, and such default continues for three (3) days after written notice of such default is given by Landlord to Tenant; or, if Tenant shall fail or neglect to perform or observe any other covenant or condition herein stated to be performed or observed by Tenant for a period of ten (10) days after written notice of such default is given by Landlord to Tenant, this Lease shall be forfeited at the election of Landlord without further notice to Tenant, or any other person. Tenant further agrees to pay a penalty of One Dollar (\$1.00) per day for every day the rent remains unpaid after its due date. If default for which notice has been given is remedied within the period of grace herein above allowed for the curing thereof, this lease shall remain in full force and effect the same as though no default had occurred. In the event this lease is forfeited because of Tenant's default hereunder, Tenant, notwithstanding such forfeiture, shall be and remain liable to Landlord for all losses and damages, including loss of rent sustained by Landlord to the full end of the term hereof; however, Landlord shall have the duty to use reasonable efforts to mitigate such losses and damages. In the event Tenant shall fail or neglect to perform or observe any provision or requirement of this Lease, Landlord shall have the right (but not the duty) to remedy such default upon reasonable notice to Tenant; and all sums of money expended by Landlord for such purposes, together with interest thereon from the date of expenditure at the rate of eighteen percent (18%) per annum, shall be deemed to constitute additional rent and shall, unless sooner paid by Tenant, become due and payable on the first day of the calendar month next succeeding the date of such advancement.

XVI.

SURRENDER OF POSSESSIONS

Upon the termination of this lease, whether by reason of lapse of time, cancellation, forfeiture, or otherwise, Tenant shall immediately surrender and deliver to Landlord possession of the leased premises and all appurtenances thereto in good condition and repair. In the event possession is not immediately surrendered, Landlord, with or without process of law, may re-enter the premises and repossess the same or any part thereof and may remove therefrom all persons and property using such force as may be necessary, without being deemed guilty of any unlawful act and without prejudice to any other remedy available to the Landlord.

XVII.

NOTICES

All notices required or desired to be given hereunder shall be in writing, and shall be deemed duly served for all purposes if given by personal delivery, of by mailing a copy thereof, by certified mail, addressed to the Landlord at 70 South 100 East, Pleasant Grove, Utah 84062, or to the Tenant at 264 West 300 North, Provo, Utah 84604.

XIII.

COST AND ATTORNEY'S FEES

The costs, including a reasonable attorney's fee, of any action brought to enforce any of the terms or provisions of this agreement or as a result of any breach thereof shall be born by the party adjudged by the Court to have violated the agreement.

XIX.

BINDING

All of the rights and obligations of the parties under this Lease shall bind, and the benefits hereunder shall inure to, their respective heirs, legal representatives, successors, and assigns.

The parties hereto have executed this Agreement the day and year first above written.

LANDLORD:

PLEASANT GROVE CITY

Bruce Call
MAYOR

ATTEST:

Kathy Kresser
CITY RECORDER

TENANT:

MOUNTAINLAND HEAD START, INC.

Sonia Pineda
Executive Director
MOUNTAINLAND HEAD START, INC.

Russell Armstrong
Facilities Transportation Manager
MOUNTAINLAND HEAD START, INC.



**NOTICE OF WORK SESSION MEETING
OF THE
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a **Work Session meeting at 6:00 p.m. on Tuesday, September 24, 2013** in City Council Chambers, 86 East 100 South, Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend. Work meetings are not designed to hear public comment or take official action.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Opening Remarks.
4. Discussion on agenda items for the October 3, 2013 City Council Meeting.
5. Discussion on Tuscan Gardens.
6. Mayor, City Council and Staff Business.
7. Adjourn.

CERTIFICATE OF POSTING:

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

Posted by: Kathy T. Kresser, City Recorder
Date: September 20, 2013
Time: 2:00 p.m.

Place: City Hall, Library and Community Development Building

*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.



SEPTEMBER 2013



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Labor Day City Offices Closed 	3 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	4 Delay in recycling because of the holiday	5 Curbside Recycle Pickup Day North Route	6	7
8	9	10 City Council Work Session 6:00 p.m.	11 Bike and Pedestrian Master Plan Open House 6:00 – 8:00	12 Planning Commission Meeting 7:00 p.m.	13	14 PG Jubilee 11:00 am to 4:00 pm
15	16	17 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	18 Curbside Recycle Pickup Day North Route	19 Board of Adjustment Meeting 7:00 p.m. Historical Preservation Committee Meeting 7:00 p.m.	20	21
22  Autumn Begins	23	24 City Council Work Session 6:00 p.m.	25 Curbside Recycle Pickup Day South Route	26 Arts Commission Meeting 7:30 p.m.	27	28
29	30	Oct 1 Neighborhood Chair meeting 5:30 p.m. City Council Meeting 6:00 p.m.	2 Curbside Recycle Pickup Day North Route	Department Staff Meetings Administrative Services: 1st and 3rd Wed at 9:00 a.m. Community Development: Wednesdays at 7:30 a.m. Department Heads: Tuesday at 2:00 p.m. Fire/EMS: 1st Wednesday of the month at 7:00 a.m. Library: 1st Friday of the month Parks: Tuesday at 7:00 a.m. - Recreation: Monday at 4:00 p.m. Public Safety: 1st Friday of the month at 7:00 a.m. Public Works: Wednesdays at 6:30 a.m.		

