

ORDINANCE NO. 2022-18

**AN ORDINANCE OF THE PLEASANT VIEW CITY COUNCIL AMENDING
CHAPTER 12.12 – PARK REGULATIONS.**

WHEREAS, Pleasant View City finds that an update to the official City Code is needed to accommodate the orderly regulation of parks in the City; and

WHEREAS, Pleasant View City finds that such a code change is in keeping with the desires and intents of the City; and

WHEREAS, Section 10-8-9 of the Utah State Municipal Code provides for the establishment, maintenance, and provision for the supervision of public playgrounds and recreation places; and,

WHEREAS, The Pleasant View City Council has previously adopted Section 12.12 regulating parks in the City;

NOW THEREFORE, Be it hereby ordained that:

SECTION ONE: The ‘Park Use Guidelines’ of Chapter 12.12 – Park Regulations of the Pleasant View City Municipal Code is hereby amended and reads as follows in Exhibit A.

SECTION TWO: This ordinance shall take effect immediately upon approval.

DATED this _____ day of _____, 2022.

PLEASANT VIEW CITY, UTAH

Leonard M. Call, Mayor

Attest:

Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2022

This ordinance has been approved by the following vote of the Pleasant View City Council:

_____ Councilmember Arrington
_____ Councilmember Marriott
_____ Councilmember Gibson
_____ Councilmember Nelsen
_____ Councilmember Urry

EXHIBIT "A"

Chapter 12.12 - Park Regulations

12.12.010 Prohibited Acts. It is unlawful for any person:

- A. To ride or operate any vehicle, or any bicycle, or similar device, or any horse or animal in or about any park within the corporate limits of the city, except upon roadways lawfully established for that purpose, or to play or practice golf or similar games on any such park;
- B. To park or stop any trailer at any place within a park except for such a time as may be reasonably required to unload any property from the trailer;
- C. To sleep at any place in any park;
- D. To hitch or fasten any horse or other animal to any tree, shrub, fountain, monument, lamp post, or any other ornament or improvement situated in any park, other than designated hitching rails;
- E. To allow any animal under his/her control to stand near enough to any tree or shrub to bite, rub against, or otherwise injure the same;
- F. To willfully deface or injure any grass, plant, tree or shrub within any park;
- G. To use threatening, abusive, insulting or indecent language in any park, or to create any nuisance or offense or to scratch, cut, injure, or deface, or write upon, any of the buildings, fences, structures, or trees, or to foul any of the fountains, streams, or improvements within such parks, or for the owner or person in charge of any dog, or other animal to permit such dog, or other animal, to run at large within such park;
- H. To hold any meeting, gathering or picnic, musical, theatrical or other entertainment in any park without first having obtained permission for the same from the city;
- I. To fire or discharge any firearm, firecracker, fireworks, or explosives within any park;
- J. To litter any park, or to leave or deposit any garbage, junk, or refuse of any kind, other than in receptacles provided for that purpose.

In addition to the above restrictions, the City has adopted Park Use Guidelines that regulate the use of parks. Adherence to these guidelines is required. Anyone found in violation of the adopted guidelines may be removed from the park.

12.12.015 Special Regulations – Wadman Nature Park. The following special regulations apply to Wadman Nature Park:

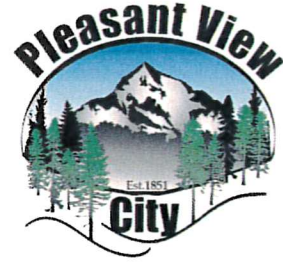
- A. Park patrons shall stay on the improved trails and paths, so as to not tread on or disturb the delineated wetland area. Special exceptions may be granted by the city administrator, or his/her designee, for maintenance of or improvements/enhancements to the park. Any authorized activity in the delineated wetland area shall comply with the requirements of the wetland mitigation permit.
- B. Park trails and paths are for pedestrian purposes only. No dogs, horses or pack animals or wheeled means of transportation, motorized or not, are allowed (except for child strollers and mobility devices for disabled persons).
- C. Park hours: The park trails shall be open to the public on a daily basis from dawn to dusk.

12.12.020 Applicability. The provisions of this section shall not be applicable to any public officer or employee while such officer or employee is acting within the scope

of his/her employment or position.

12.12.030 Violations. Any person violating any provision of this section shall be deemed guilty of a misdemeanor, and shall be punished as provided by law.

PARK USE GUIDELINES



Your cooperation in observing the following rules and regulations will allow all to enjoy Pleasant View City parks.

Pleasant View City Office

520 W Elberta Dr. Pleasant View, UT 84414

Monday – Thursday, 8 AM – 5 PM | Friday – 8 AM – 12 PM

Main phone: (801) 782-8529

After-hours on-call: (801)-547-7772, evenings and weekends only

Park Use Guidelines

Vehicles - Vehicles and/or recreational vehicles are not allowed on grass areas. If this is needed for use, a Special Events Application is required.

Dogs – Dogs are allowed in all City Parks (except Wadman Park) as long as the dogs are leashed and kept in the owner’s control. Dogs may run at large under the owner’s control at the ‘dog park’ located on the grass area in front of City Hall. Owners are responsible to clean up after their pets.

Park curfew is 11 p.m. Lights and power will shut off automatically around this time. No overnight parking or camping is allowed.

Restroom facilities are provided at many Pleasant View City parks for public use. These buildings are open for use from approximately May 1 – September 30 each year. Events scheduled outside this period, or events with 200 or more attendees must rent portable restroom facilities at their own cost.

Trash. To help keep parks clean for all patrons and maintenance costs down, those who rent park pavilions or other park areas are asked to remove all trash generated from their event. The standard set by state and national parks to “Pack it in, Pack it out” will help us continue to provide these facilities at a low cost. Please carry out all trash from your visit.

Tampering or Modifying Park Equipment Prohibited. Tampering with the sprinkler systems, fountains, water taps, circuit breakers, light plugs or restroom fixtures is considered vandalism. Please notify the Police Department if you witness damage, vandalism or illegal activity in the park. Tables may not be moved around the park and tables that are anchored must remain fastened to the floor. Do not freeze ice cream on the grass or dump anything on the grass except water.

Alcoholic Beverages Prohibited. All alcoholic beverages are prohibited in all Pleasant View City parks.

Playground Equipment. Children are required to be supervised at playgrounds, parking lots, restrooms and near open water areas.

Charcoal Grills. Charcoal grills may be used at Shady Lane Park in accordance with North View Fire regulations. It is your responsibility to verify and adhere to restrictions. Open fires are prohibited. Please contact North View Fire at (801) 782-8159 for further information on fire restrictions. Users must extinguish all hot coals and briquettes; never place hot coals in the garbage receptacles.

Staking Items into the Ground. If you plan to strike stakes into the ground, pre-approval is required by Parks Operations at least seven days prior to your event. Please provide a detailed map to the City office of the park and where you plan to stake into the ground. Park users are responsible for any damages caused due to staking. No item may be staked into the ground for longer than three hours. Caution must be used in setting inflatable toys or pounding stakes into the ground because the stakes can cause damage to underground electrical or irrigation lines.

Noise Ordinance If the event involves music or other amplification, it must conform to the Pleasant View City Noise Ordinance 8.08. Reservations may be canceled on-site due to excessive noise by the Pleasant View Police Department.

Park Reservations. City parks have a variety of amenities, including playgrounds, play courts, trails and open spaces. These amenities may not be reserved and are available on a first come first serve basis to the public. Athletic fields are used by Parks and Recreation programs. Some athletic fields and courts can be rented by contacting Cindy Harrison at charrison@pleasantviewcity.com or (801) 832-0463 or online.

Pavilion Reservations. A two-business day notice is required for all pavilion reservations, cancellations and modifications. Reservations are made on a first come first served basis. Refunds may be given in cases of inclement weather. Park pavilions are used heavily each day during the summer months. Pavilions must be left in as good, if not better condition than when you arrived. Remove table covers, tape and any cooking oil or grease from tables, grills and floors. Pick up all litter and take trash with you upon completion of your event.

Pleasant View does not provide water taps, opening of gates, or additional power. Electricity is for limited use only. Capacity is 15 amps total. Any further electrical needs require a secondary power source. Any damage caused to electrical equipment is the responsibility of the user.

Inflatable Toys. Bounce houses and large water features, including slip and slides, and inflatable toys are only permissible at Barker Park. Water guns and water balloons are

allowed but all debris must be cleaned up from park grounds. Use of bounce houses and inflatables requires bringing and utilizing a personal power source. Staking in the ground is permitted with approval only after a placement map has been submitted.

Contact must be made with City Offices at least seven days prior to an event. Use of bounce houses/inflatable toys/waterslides requires payment of a Parks Use Fee of \$50 for residents or \$100 for non-residents and a Special Events Application. Bounce houses and inflatable toys are allowed with pavilion reservations only. Insurance coverage must be provided at least 24 hours prior to the scheduled reservation. If the rental agency does not provide insurance, insurance may be purchased and provided from an independent insurance provider.

The following information is required for use of bounce houses, large inflatable toys and waterslides:

- Certificate of Insurance
- Date and time of the reservation
- Organizer contact name and phone number
- Map indicating the placement of toy(s) and any required staking

The following restrictions govern the use and placement of waterslides in Barker Park:

- No more than one waterslide event may be scheduled in any seven-day period
- Waterslides may only be in use for a maximum of five hours, with no more than one hour of the slide material placed on the ground while no water is running
- Organizers/Participants must provide their own equipment and remove any/all trash or other debris after the event
- Only culinary water may be used for waterslide and/or water-using bounce houses
- In drought conditions, water features are prohibited.

Slacklines, tightropes, and other such activities and equipment are strictly prohibited in all City parks.

Special Events Application. A Special Events Application is required for any of the following circumstances:

- When the general public is invited to attend;
- Any event that involves blocking public streets or sidewalks;
- For weddings and events using space surrounding a bowery; and/or
- For a private event that involves more than 200 people.

These are also required if any portion of the event will take place outside of a Pleasant View City Park or requires services from a City Department or government entity other than Pleasant View City. Those who are unsure whether an event requires this application, please contact the City. Events with 200 or more attendees must rent portable restroom facilities at their own cost.

Any races that start, end, or have an aid station in Pleasant View City or on a Pleasant View Trail will need to complete an application. Trail Use Event organizers may not limit public access to trails during their event. The event organizer must reserve a pavilion at the staging area park facility according to the designated fee schedule. Wadman Park trails are not open for any races or events.

PAVILION FEES

Residents: \$25
Non-residents: \$50
**Field use fee: \$50 +actual costs of any repairs required to the fields,
sprinkler systems or restroom facilities if damage occurs**

SPECIAL EVENTS FEES

Residents: \$50
Non-residents: \$100

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WHEREAS, Pleasant View City finds that such a code change is in keeping with the desires and intents of the City; and

WHEREAS, Section 10-8-9 of the Utah State Municipal Code provides for the establishment, maintenance, and provision for the supervision of public playgrounds and recreation places; and,

WHEREAS, The Pleasant View City Council has previously adopted Section 12.12 regulating parks in the City;

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DATED this _____ day of _____, 2022.

PLEASANT VIEW CITY, UTAH

Leonard M. Call, Mayor

Attest:

Laurie Hellstrom, City Recorder

Posted this ____ day of _____, 2022

This ordinance has been approved by the following vote of the Pleasant View City Council:

_____ Councilmember Arrington
_____ Councilmember Marriott
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EXHIBIT "A"

Chapter 12.12 - Park Regulations

12.12.010 Prohibited Acts. It is unlawful for any person:

- A. To ride or operate any vehicle, or any bicycle, or similar device, or any horse or animal in or about any park within the corporate limits of the city, except upon roadways lawfully established for that purpose, or to play or practice golf or similar games on any such park;
- B. To park or stop any trailer at any place within a park except for such a time as may be reasonably required to unload any property from the trailer;
- C. To sleep at any place in any park ~~except as authorized by city officials;~~
- D. To hitch or fasten any horse or other animal to any tree, shrub, fountain, monument, lamp post, or any other ornament or improvement situated in any park, other than designated hitching rails;
- E. To allow any animal under his/her control to stand near enough to any tree or shrub to bite, rub against, or otherwise injure the same;
- F. To willfully deface or injure any grass, plant, tree or shrub within any park;
- G. To use threatening, abusive, insulting or indecent language in any park, or to create any nuisance or offense or to scratch, cut, injure, or deface, or write upon, any of the buildings, fences, ~~or structures,~~ or trees, or to foul any of the fountains, streams, or improvements within such parks, or for the owner or person in charge of any dog, or other animal to permit such dog, or other animal, to run at large within such park;
- H. To hold any meeting, gathering or picnic, musical, theatrical or other entertainment in any park without first having obtained permission for the same from the city mayor or city council;
- I. To fire or discharge any firearm, firecracker, fireworks, or explosives within any park ~~without first having obtained the permission for the same from the mayor or city council;~~
- J. To litter any park, or to leave or deposit any garbage, junk, or refuse of any kind, other than in receptacles provided for that purpose.

In addition to the above restrictions, the City has adopted Park Use Guidelines that regulate the use of parks. Adherence to these guidelines is required. Anyone found in violation of the adopted guidelines may be removed from the park.

12.12.015 Special Regulations – Wadman Nature Park. The following special regulations apply to Wadman Nature Park:

- A. Park patrons shall stay on the improved trails and paths, so as to not tread on or disturb the delineated wetland area. Special exceptions may be granted by the city administrator, or his/her designee, for maintenance of or improvements/enhancements to the park. Any authorized activity in the delineated wetland area shall comply with the requirements of the wetland mitigation permit.
- B. Park trails and paths are for pedestrian purposes only. No dogs, horses or pack animals or wheeled means of transportation, motorized or not, are allowed (except for child strollers and mobility devices for disabled persons).
- C. Park hours: The park trails shall be open to the public on a daily basis from dawn to dusk.

12.12.020 Applicability. The provisions of this section shall not be applicable to any public officer or employee while such officer or employee is acting within the scope of his/her employment or position.

12.12.030 Violations. Any person violating any provision of this section shall be deemed guilty of a misdemeanor, and shall be punished as provided by law.

PARK USE GUIDELINES



Your cooperation in observing the following rules and regulations will ~~help you to conduct a successful event~~ allow all to enjoy Pleasant View City parks.

Pleasant View City Office
520 W Elberta Dr. Pleasant View, UT 84414
Monday – Thursday, 8 AM – 5 PM | Friday – 8 AM – 12 PM
Main phone: (801) 782-8529
After-hours on-call: (801)-547-7772, evenings and weekends only

Park Use Guidelines

~~**Vehicles - Unauthorized**~~ Vehicles and/or recreational vehicles are not allowed on grass areas. ~~If this is needed for use, a Special Events Application is required, unless prior authorization has been received by Parks Operations. To access a locked gate, a key can be checked out from City Offices during business hours with a \$40 deposit. Keys must be returned on the following business day.~~

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~~**Dogs - Dogs**~~ are allowed in all City Parks (except Wadman Park) as long as the dogs are leashed and kept in the owner's control. Dogs may run at large under the owner's control at the 'dog park' located on the grass area in front of City Hall. ~~Please clean up~~ Owners are responsible to clean up after ~~their~~ your pets.

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~~**Park curfew is 11 p.m.**~~ Lights and power will shut off automatically around this time. No overnight parking or camping is allowed.

~~**Restroom facilities**~~ are provided at many Pleasant View City parks for public use. ~~These buildings are open for use from approximately May 1 – September 30 each year. Events scheduled outside this period, or events with 200 or more attendees must rent portable restroom facilities at their own cost.~~

- ~~**Trash.**~~ To help keep parks clean for all patrons and maintenance costs down, those who rent park pavilions or other park areas are asked to remove all trash generated from their event. The standard set by state and national parks to "Pack it in, Pack it out" will help us continue to provide these facilities at a low cost. Please carry out all trash from your visit.

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~~**Park curfew is 11 p.m.**~~ Lights and power will shut off automatically around this time.

Tampering or Modifying Park Equipment Prohibited. Tampering with the sprinkler systems, fountains, water taps, circuit breakers, light plugs or restroom fixtures is considered vandalism. Please notify the Police Department if you witness damage, vandalism or illegal activity in the park. Tables may not be moved around the park and tables that are anchored must remain fastened to the floor. Insulate tables from heat or freeze damage. Do not freeze ice cream on the grass or dump anything on the grass except water.

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Alcoholic Beverages Prohibited. All alcoholic beverages are prohibited in all Pleasant View City parks.

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Playground Equipment. Please notify the Police Department if you witness damage, vandalism or illegal activity in the park. Children are required to be supervised at playgrounds, parking lots, restrooms and near open water areas. Waste baskets have been reduced inside our parks.

Restroom facilities are provided at many Pleasant View City parks for public use. These buildings are open for use from approximately May 1—September 30 each year. Events scheduled outside this period, or events with 300+ attendees must rent portable restroom facilities at their own cost.

Trash. To help keep parks clean for all patrons and maintenance costs down, those who rent park pavilions or other park areas are asked to remove all trash generated from their event. The standard set by state and national parks to "**Pack it in, Pack it out**" will help us continue provide these facilities at a low cost. Please carry out all trash from your visit.

Open Fires/Charcoal Grills. Charcoal grills may be used at Shady Lane Park in accordance with North View Fire regulations. All parks observe fire restrictions set by the North View Fire Marshal and are posted at each park. It is your responsibility to verify and adhere to restrictions. Open fires are only allowed in designated fire pits installed by Parks Operations and only when not prohibited. Please contact North View Fire at (801) 782-8159 for further information on fire restrictions and the type of wood permitted to be burned. Refunds will not be given because of fire restrictions. Users must extinguish all hot coals and briquettes; never place hot coals in the garbage receptacles.

Staking Items into the Ground. If you plan to strike stakes in teinto the ground, pre-approval is required by Parks Operations at least seven days prior to your event. Please provide a detailed map to the City office of the park and where you plan to stake into the ground. Park users are responsible for any damages caused due to staking.

No item may be staked into the ground for longer than three hours. Caution must be used in setting inflatable toys or pounding stakes into the ground because the stakes can cause damage to underground electrical or irrigation lines. If you plan to strike stakes in to the ground, pre-approval is required by Parks Operations at least seven days prior to your event. Please provide a detailed map to the City office of the park and where you plan to stake into the ground.

Noise Ordinance If the event involves music or other amplification, it must conform to the Pleasant View City Noise Ordinance 8.08. Reservations may be canceled on-site due to excessive noise by the Pleasant View Police Department.

~~**Weddings, Receptions and Any Group of 200 or More.** Large groups (200+), any wedding or reception, and all events with two or more inflatable toys or with unusual requests are subject to a \$50/residents, \$100/non-residents Parks Use fee in addition to the pavilion rental rate. If your event is only within a City park and doesn't require additional city services from other city departments or government entities, then a Special Parks Use application should be completed by contacting the City Offices. All cancellations and modifications are subject to a \$10 fee. No refunds are given to cancellations made within seven days of the event.~~

~~**Community Events Application.** If any portion of the event will take place outside of a Pleasant View City Park or requires services from a City Department or government entity other than Pleasant View City, then a Community Event and Services Application must be completed through the City. If you're unsure if your event requires this application, please contact the City. Events with 300+ attendees must rent portable restroom facilities at their own cost. All trail events require the \$1 per participant. The event organizer must reserve a pavilion at the staging area park facility at the regular rental rate in addition to the trail use fee and the Parks Use Fee.~~

~~**Park Reservations.** City parks have a variety of amenities, including playgrounds, play courts, trails and open spaces. These amenities may not be reserved and are available on a first come first serve basis to the public. Athletic fields are used by Parks and Recreation programs. Some athletic fields and courts can be rented by contacting Cindy Harrison at charrison@pleasantviewcity.com or (801) 832-0463 or online.~~

~~**Trail Use Event organizers may not limit public access to trails during their event.** Please note that Wadman Park trails are not open for any races or events. Any races that start, end, or have an aid station in Pleasant View City or on a Pleasant View Trail will need to complete an Events and Services Application, no exceptions. All trail events require the \$1 per participant. The event organizer must reserve a pavilion at the staging area park facility at the regular rental rate in addition to the trail use fee and the Parks Use Fee.~~

Pavilion Reservations. A two-business day notice is required for all pavilion reservations, cancellations and modifications. Reservations are made on a first come first served basis. Refunds may be given in cases of inclement weather. Park pavilions are used heavily each day during the summer months. Please leave the pavilion Pavilions must be left in as good, if not better condition than when you arrived. Remove table covers, tape and any cooking oil or grease from tables, grills and floors. Pick up all litter and take trash with you upon completion of your event.

Pleasant View Parks and Recreation does not provide water taps, opening of gates, or additional power. Electricity is for limited use only. Capacity is 15 amps total, which can power a radio or a slow cooker. If a circuit overloads, reduce the load and push the GFI reset. Repeated tripping of the circuit breaker will cause the power to go out permanently. Power will not be reset until the next day. Any further electrical needs require a secondary power source. Any damage caused to electrical equipment is the responsibility of the user. It's recommended to bring in your own source of power.

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City parks have a variety of amenities, including playgrounds, play courts, trails and open spaces. These amenities may not be reserved and are available on a first come first serve basis to the public. Athletic fields are used by Parks and Recreation programs. Some athletic fields and courts can be rented by contacting Allison Christensen at achristensen@pleasantviewcity.com or (801) 832-0463 or online.

Bounce Houses and Large Inflatable Toys, Requiring Water and/or Slip and Slides. Bounce houses and large water features, including slip and slides, and inflatable toys are only permissible at Barker Park. Large water features and inflatable toys which require a water hose are prohibited from all city parks except City Park and Barker Park. Slip and Slide type water slides are allowed only in Barker Park. Water guns and water balloons are allowed but all debris must be cleaned up from park grounds; please pick up your litter after your event. Use of bounce houses and inflatables requires bringing and utilizing a personal power source as the electrical service at our parks will not support the electrical draw of an inflatable toy or bounce house. Staking in the ground is permitted with approval only after a placement map has been submitted.

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Please contact must be made with City Offices at least seven days prior to your event. Use of Two or more bounce houses/inflatable toys/waterslides requires payment of a Parks Use Fee of \$50 for residents or \$100 for non-residents Parks Use Fee; more than four require and an Events and Services Special Events Application. You can learn more about this process by going to the City web page. Bounce houses and inflatable toys are allowed with pavilion reservations only. Insurance coverage ing Pleasant View City MUST be provided at least 24 hours prior to the scheduled reservation. by commercial vendors and/or for profit activities **AT LEAST SEVEN DAYS PRIOR TO THE EVENT.** If insurance is not provided, the bounce house or inflatable toy, or waterslides (**Barker Park Only**) will not be allowed to be used in the park. If the rental agency does not provide insurance, insurance may be purchased and provided from an independent insurance provider.

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Please include the following information is required when submitting insurance certificate for use of bounce houses, large inflatable toys and waterslides:

- Certificate of Insurance Park name and which pavilion is reserved
-
- Date and time of the reservation

• ~~Event Name~~

- Organizer contact name and phone number
- Map indicating the placement of toy(s) and any required staking

The following restrictions govern the use and placement of waterslides in Barker Park:

- ~~A Parks Use fee must be submitted~~
- ~~Proof of insurance is required one week prior to the event for commercial vendors and for-profit events~~
- No more than one waterslide event may be scheduled in any seven-day period
- Waterslides may only be in use for a maximum of five hours, with no more than one hour of the slide material placed on the ground while no water is running
- Organizers/Participants must provide their own equipment and remove any/all trash or other debris after the event
- Only secondary-culinary water may be used for waterslide and/or water-using bounce houses
- In drought conditions, water features are prohibited.

Slacklines, tightropes, and other such activities and equipment are strictly prohibited in all City parks.

Special Events Application. A Special Events Application is required for any of the following circumstances:

- When the general public is invited to attend;
- Any event that involves blocking public streets or sidewalks;
- For weddings and events using space surrounding a bowery; and/or
- For a private event that involves more than 200 people.

These are also required if any portion of the event will take place outside of a Pleasant View City Park or requires services from a City Department or government entity other than Pleasant View City. Those who are unsure whether an event requires this application, please contact the City. Events with 200 or more attendees must rent portable restroom facilities at their own cost.

Any races that start, end, or have an aid station in Pleasant View City or on a Pleasant View Trail will need to complete an application. Trail Use Event organizers may not limit public access to trails during their event. The event organizer must reserve a pavilion at the staging area park facility according to the designated fee schedule. Wadman Park trails are not open for any races or events.

PARK USE PAVILION FEE SCHEDULES

Residents: \$25
Non-residents: \$50

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~~Field use fee: \$50 + actual costs of any repairs required to the fields, or
sprinkler systems or restroom facilities if damage occurs~~
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sprinkler systems if damage occurs~~

SPECIAL EVENTS FEES

Residents: \$50
Non-residents: \$100

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Resolution 2022-J
Water Conservation Plan
September 2020

BE IT HEREBY RESOLVED, by the City Council of Pleasant View City, State of Utah, as follows:

WHEREAS, Pleasant View City has a Water Conservation Plan (in accordance with U.C.A. 73-10-32) that establishes conservation planning efforts identifying water supply inventory for both present and future water requirements and establishes implementation procedures;

WHEREAS, the City Engineer and Public Works Director have reviewed and recommend the adoption of the Water Conservation Plan;

WHEREAS, the City Council has reviewed the recommendation; and

WHEREAS, a public hearing was held on June 14, 2022.

NOW THEREFORE BE IT RESOLVED, Pleasant View City hereby adopts the **Water Conservation Plan**, dated September 2020, for the geographic City boundary.

PASSED AND ADOPTED by the City Council of Pleasant View City on June 14, 2022.

Pleasant View City,

Mayor Leonard M. Call

ATTEST:

City Recorder, Laurie Hellstrom

This resolution has been approved by the following vote of the Pleasant View City Council:

_____ Councilmember Arrington
_____ Councilmember Gibson
_____ Councilmember Marriott
_____ Councilmember Nelsen
_____ Councilmember Urry

Pleasant View City

Water Conservation Plan



September 2020



Updated By
JONES & ASSOCIATES
Consulting Engineers



Table of Contents

SECTION 1 –SYSTEM PROFILE.....	1
SERVICE AREA	1
SUPPLY.....	2
WATER SUPPLY & USE	2
FUTURE WATER SOURCES & COST PROJECTION.....	2
WATER MEASUREMENT & BILLING.....	3
SYSTEM WATER LOSS CONTROL	3
INCREASING RATE STRUCTURE	4
WATER USE.....	5
USE - GALLONS PER CAPITA PER DAY.....	7
SECTION 2 - CONSERVATION PRACTICES	7
CURRENT CONSERVATION	8
CONTACT	9
EVALUATION OF EXISTING CONSERVATION EFFORTS	9
NEW BEST MANAGEMENT PRACTICIES & IMPLEMENTATION PLAN	10
PUBLIC INFORMATION, EDUCATION, & PROGRAMS	10

SECTION I - SYSTEM PROFILE

SERVICE AREA

Pleasant View City currently serves all areas within the City boundaries east of US 89 and plans to eventually serve the areas identified for future annexation (See Map 1). The current City boundary includes approximately 7.02 square miles. The proposed annexation boundary includes an additional 2.46 square miles. The service area contains approximately 5.58 square miles, and an additional 1.44 square miles of annexation area.

Pleasant View currently provides culinary water to approximately 7,820 people through 2,239 connections. This water is intended for indoor, sanitary, and commercial uses. There are; however, 7 connections that use culinary water for indoor and outdoor needs. The City manages these connections in a separate billing category. The City also provides wholesale water to the Pole Patch Water System. Water for outdoor and landscaping needs is provided and managed by Pineview Water Systems or other private secondary water systems.

The City is also served by the Bona Vista Water Improvement District and the Pole Patch Water System. Bona Vista serves the area west of US 89 within City limits and the Pole Patch Water System serves the Pole Patch Subdivision (See Map 1). These providers are responsible for operating, managing, and reporting and will not be included as part of this report.

Table 1.1 below lists each type of connection and the total number of each as of December 2019.

Table 1.1 – Number of Connections

Connection Type	Total
Residential / Domestic	2,207
Commercial	9
Institutional	22
Industrial	1
	2,239

SUPPLY

Pleasant View obtains its water from three (3) types of sources: four (4) potable water wells, two (2) developed springs, and wholesale water purchased from Weber Basin Water Conservancy District (WBWCD) as needed.

Table 1.2 below shows a breakdown of the current water sources, as of December 2019.

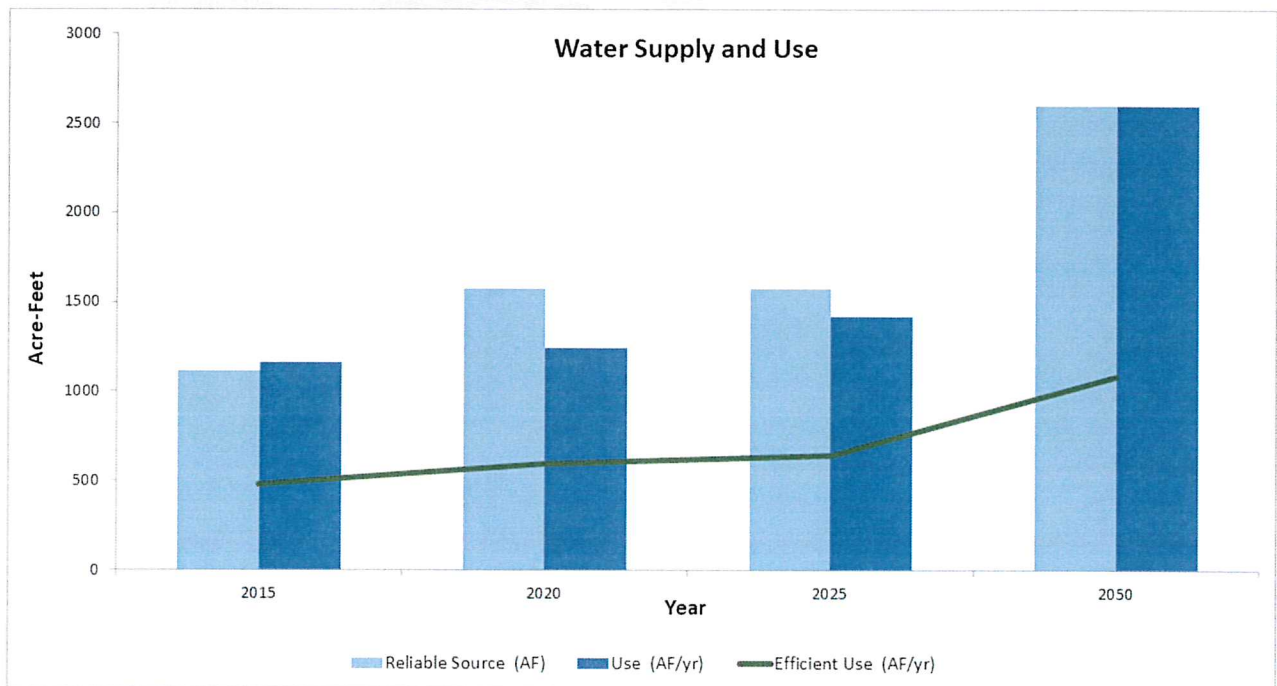
Table 1.2 – Existing Water Sources

Source	Volume (Acre-Feet)	Total (Acre-Feet)
Wells	122.45	122.45
Springs	702.07	702.07
WBWCD	0*	0
Sold	(30.15)	(30.15)
		794.37

*In 2019, the City was successfully able to rehabilitate two (2) springs and did not require the use of the contracted 275-acre feet of water from WBWCD.

As illustrated in graph 1.1 below, the City’s water supply versus projected use demonstrates a need of an additional 1,020 acre-feet to support full build-out of the City in 2050. In 2017, the City entered into a contract with WBWCD that allows for the purchase of ERCs on an as-needed basis rather than large block of purchased water. This new on-demand contract will go into effect once the City reaches their allotted water rights and current 275 ac-ft take-or-pay WBWCD contract.

Graph 1.1 - Water Supply and Use



FUTURE WATER SOURCES & COST PROJECTION

The Pleasant View Water Conservation Plan, completed in 2014, indicates that build-out is expected to occur by 2046 with an approximate Equivalent Residential Connection (ERC) of 8,105 requiring 3,632 acre-feet of water. However, these assumptions were made based solely on projected population. The City now understands population does not directly correlate with the serviced ERCs because part of the population is serviced by the Bona Vista Water Improvement District.

A more recent evaluation of the City's water system, conducted as part of the 2017 Capital Facilities Plan and Impact Fee Facilities Plan (CFP IFFP), indicates that the City will have approximately 5,662 ERC at build-out in 2050. According to the graph above, the City will need to acquire an additional 1,020 acre-feet to meet the City's build-out in 2050. The implementation of continued water conservation measures may eliminate or substantially slow any need for additional water.

Rather than drilling new wells or developing additional springs, the City has contracted with WBWCD for additional water on an as-needed basis. The City will also continue to monitor and rehabilitate existing wells and springs.

WATER MEASUREMENT & BILLING

Meters: All of the connections to the water system are metered and are read monthly; 400 meters are automated Badger Meters. Table 1.4 below shows the City's metered connections as of December 2019.

Table 1.4 – Metered Connections

Connection Type	Percentage of System	Reading Frequency	Replacement Schedule
Residential	99%	1 / Month	200/year
Commercial	<1%	1 / Month	As Needed
Industrial	<1%	NA	NA
Institutional	<1%	1 / Month	As Needed
Government	<1%	1 / Month	As Needed

New Development: All new developments are required to follow Title 17, Subdivision Regulations, of the City Code. As part of the approval process, the City Engineer checks the proposed demand of the new development against the available water resources. If the check indicates that the City has available water to serve the proposed subdivision, then the subdivision is allowed to proceed through the approval process. Along with this, the Developer must obtain a "Will-Serve" letter from the secondary water provider for needed irrigation water.

During construction of the subdivision, City staff oversees and inspects the water system to ensure the installation meets City Standards. Contractors are required to check out temporary meters from the City to account for water used for construction activities.

SYSTEM WATER LOSS CONTROL

Table 1.5 below shows the annual metered source, annual use, and percentage loss for the past six (6) years. The average loss over is 28.25%. This is twice as high as the average 14.14% reported over a ten-year period (2009-2019). This increase can largely be attributed to more accurate reporting and metering.

Table 1.5 – Annual Information

Year	Population	Annual Source (AF)	Annual Use (AF)	Annual Sold (AF)	% Difference
2014	8,000	676.99	516.08	28.89	19.50%
2015	9,000	772.14	514.66	28.89	29.60%
2016	7,942	790.05	530.00	28.89	29.26%
2017	7,360	813.96	513.16	40.86	31.94%
2018	7,880	731.59	504.79	34.47	26.29%
2019	7,820	824.53	522.98	30.15	32.92%

The City monitors the amount of water taken at each of its sources. The amount of water produced from year to year from the wells and springs will vary depending on groundwater and snowpack conditions. The largest discrepancy in the available source versus the source used can be contributed to leaks, tank overflows/spills, meter reading errors and software reporting problems.

Losses are controlled through the following means:

SCADA System: Each storage reservoir is equipped with monitors that continually relay information to the City’s SCADA system. In the event there are issues with the pressure or levels of water, the City’s designated employees are immediately alerted and able to quickly resolve the issue.

Internal Audit: The City audits their system two ways:

1. An internal audit of all connections is completed annually by City staff. Employees verify meters are properly functioning and replace those that are not.
2. A “zero consumption” meter report is created monthly. Each meter is investigated and replaced as needed.
3. A “high read” meter report is created monthly and each meter is investigated and replaced as needed. In the instances where the high use is determined to be a valid read, Employees help to educate the users on water conservation measures.

INCREASING RATE STRUCTURE

The following table outlines the current water rate schedule adopted by Resolution and effective on July 1, 2020. The base rate does not include a base allotment of water. Users are charged a fee based on a tiered rate structure for every 1,000 gallons of water used. The tiered rate structure continues to help encourage water conservation throughout the City.

Table 1.6 – Water Rate Schedule

Default Rate		
\$ Base Rate / Month	Allotment (Gal) Rounded to Nearest Thousand	Additional Fee / 1,000 Gal
\$21.00	0 – 6,000	\$1.25
	6,001 – 12,000	\$2.25
	12,001 – 20,000	\$3.25
	20,001 – 84,000	\$4.25
	84,001 +	\$7.00

School Rate		
\$ Base Rate / Month	Allotment (Gal) Rounded to Nearest Thousand	Additional Fee / 1,000 Gal
\$21.00	0 – 30,000	\$2.50
	30,001 – 250,000	\$3.20
	250,000 +	\$3.50

Approved Non-Secondary Water Users (April – September)		
\$ Base Rate / Month	Allotment (Gal) Rounded to Nearest Thousand	Additional Fee / 1,000 Gal
\$21.00	0 – 6,000	\$1.25
	6,001 – 84,000	\$2.25
	84,001 +	\$7.00

Bulk Water Supplied to Fire Hydrants (Construction)		
\$7.00 / 1,000 Gal		

WATER USE

Potable Water

Table 1.7 below shows the potable water inflow versus the water outflow for each type of use from 2005 through 2019.

Table 1.7 – Potable Water Use*

Year	INFLOW	OUTFLOW						% Diff.
	Total (AF)	Res.	Com.	Ind.	Inst.	Wholesale	Total (AF)	
2005	736.58	712.35	0	0	0	0	741.24	-0.63%
2006	639.59	639.43	0	0	0	0	668.32	-4.49%
2007	653.08	638.96	0	0	0	0	667.85	-2.26%
2008	730.65	719.51	0	0	0	0	748.40	-2.43%
2009	775.06	776.85	0	0	0	0	805.74	-3.96%
2010	824.35	787.91	0	0	0	0	816.80	0.92%
2011	808.72	808.72	0	0	0	0	837.61	-3.57%
2012	865.40	865.39	0	0	0	0	894.28	-3.34%
2013	717.98	717.98	0	0	0	0	746.87	-4.02%
2014	676.99	516.08	0	0	0	0	544.97	19.50%
2015	772.14	514.66	0	0	0	0	543.55	29.60%
2016	790.05	500.92	4.36	5.34	19.37	28.89	558.89	29.26%
2017	813.96	476.96	14.56	2.39	19.25	40.86	554.02	31.94%
2018	731.59	482.69	3.76	3.29	15.06	34.47	539.26	26.29%
2019	824.53	500.77	3.72	2.44	16.06	30.15	553.13	32.92%

*Information obtained from Utah Division of Water Rights Water Records/Use Information

This analysis shows an average loss (deficiency) of 9.71% per year in the distribution system between 2005 and 2019. If, however, the years where the data indicates a negative loss (more outflow than inflow) are eliminated, the average loss between 2005 and 2019 is 24.35%. Further analysis indicates that between 2005 and 2013 the average loss was less than 1% and **between 2014 and 2019 was 28.25%**. The increase can be attributed to a more accurate accounting, metering, and reporting of water use. Water loss can be attributed to fire hydrant use, meter errors, and system leaks. The goal of the City is to reduce losses even further as additional improvements are made to the water infrastructure.

Non-potable Water

Pleasant View City has seven (7) connections that use culinary water for both domestic and irrigation purposes. These connections typically pre-date the secondary water requirement. These users are billed using a separate rate schedule that encourages conservation.

All remaining users within the City are serviced through and monitored by Pineview Water. The City continues to prohibit the use of culinary water for landscaping and outdoor needs for these users.

USE – GALLONS PER CAPITA PER DAY

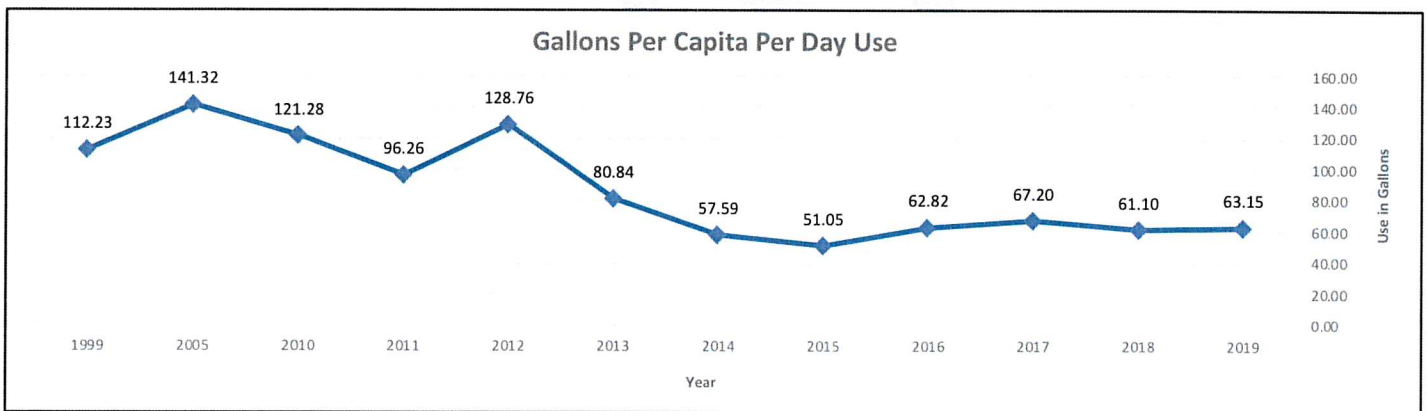
Table 1.8 below illustrates the gallons per capita per day by type of connection for 2019. The City does not provide or measure secondary water, this is done independently through Pineview Water. All City connections, with the exception of sewer (7) connections, must utilize secondary water for outdoor use.

Table 1.8 – 2019 GPCPD by Use Type

	Total
Residential	57.17
Commercial	0.42
Institutional	1.83
Industrial	0.28
Total	63.15

Graph 1.2 below illustrates the Gallons Per Capita Per Day Use trend, indicating an overall decrease in water use and an increase in conservation.

Graph 1.2 – Gallons Per Capita Per Day



*1999 was used because data was not available for 2000.

SECTION 2 – CONSERVATION PRACTICES

CURRENT CONSERVATION

Pleasant View City places a high value on the conservation of water and is already practicing the following:

- All culinary water connections are currently metered.
- The City has begun a replacement of all meters with auto-read meters. To date, 25% of the system has been replaced. The new meters allow the City to obtain readings daily (if needed) and detect possible leaks on each service as well as obtain accurate data for the water budget.
 - City employees monitor the water use and meters are read monthly. Users work with the City to identify the issue(s) so that it can be repaired in a timely manner.
 - “Zero Consumption” readings are investigated monthly and faulty meters are replaced where necessary.
- The City provides water conservation education and public outreach through:
 - Providing conservation tips on City’s website.
 - Information in City’s newsletter.
 - Providing a copy of the Annual Consumer Confidence Report with a utility bill.
 - Supporting the Weber County Water Fair for elementary school students.
- The City maintains memberships in supporting organizations such as the Rural Water Association that educate our personnel and keep up to date on source protection, public education, and current regulations.
- The City requires the use of secondary water for all outdoor uses, with the exception of the seven (7) existing connections.
- The current water pricing and billing system was updated and adopted by resolution in July 2020. The new pricing and billing is adequate to cover expenses in the water enterprise account and is tiered so as to discourage excessive water use. The City may consider additional water pricing and billing system updates as needed.
- The City has begun installing “smart timers” on City property and parks. These timers ensure that the City is not watering during or after weather events.
- The City continues to complete infrastructure projects identified in the Capital Facilities Plan.

CONTACT

The following individual is responsible for meeting efficiency goals:

Public Works Director, Tyson Jackson

520 West Elberta Drive
Pleasant View, UT 84414
801-827-0453

tjackson@pleasantviewcity.com

EVALUATION OF EXISTING CONSERVATION EFFORTS

In the 2014 Water Conservation Plan, the City established four (4) goals based upon the issues identified. The goals and status of each are provided below:

Goal 1 – Reduce water use 7% to 80 gpcpd by 2019. The current per capita water use per day of 86 is below the statewide average and is an improvement based on water use in previous years. Measures should be taken to reduce water use even further to 80 gpcpd. The savings will be measured in acre-feet and will be analyzed every five (5) years by using the data that is submitted to the Division of Water Rights.

Status: *As shown in Table 1.9 below, between 2014 and 2019, the City had an average of 60.47 gallons per capita per day. This meets and exceeds the goal at 124% and demonstrates the effectiveness of current and past conservation efforts.*

Table 1.9 – 2014-2019 Gallons Per Capita Per Day

Year	Gallons Per Capita Per Day
2014	57.59
2015	51.05
2016	62.82
2017	67.20
2018	61.10
2019	63.15
Average =	60.48

Goal 2 – Maintain a financially viable water system. The water pricing system should encourage customers to reduce their usage without creating a revenue shortfall. This has ensured the water system is financially viable; this also encourages water conservation practices. Water rates should take account for the true cost of water and also encourage water conservation within the city. The current water rates are set with a base rate and then they are tiered with rates that get more expensive as additional water is used. The city will look at revising water rates periodically. Specifically, the water rate structure for schools and other approved non-secondary water users will be evaluated to determine whether they properly encourage water conservation.

Status: *This goal is ongoing. The City continues to evaluate and increase the base rate and the tiered rates as needed. As demonstrated by the yearly decrease in gallons per capita per day, the fees remain effective.*

Goal 3 – Infrastructure upgrades and replacement. During the next five-year period complete projects identified in the city’s Capital Facilities Plan. This goal will help ensure that older infrastructure is replaced with newer improvements and thus help reduce lost and unaccounted for water.

Status: *The City continues to complete projects identified in the Capital Facilities Plan. Various water projects have been completed over the last five (5) years. These projects include replacing outdated main and service piping with new piping in various locations throughout the City and reservoir rehabilitation work.*

Goal 4 – System audit and leak detection and repair program. During the next five-year time period the city will perform a system audit to determine where errors and inaccuracies within the water system are located. By doing this it will allow the city to evaluate how much water is being used and in what areas they can conserve and gather better data. The city will continue to implement a leak detection program in order to discover leaks in the distribution system. The leak detection program will aim to inspect locations with suspected leaky water pipes as well as locations within the city with older infrastructure. Repairs will be on an as needed basis and as funds permit.

Status: *This goal has been achieved and exceeded. The City performs a monthly audit and is able to make contact within a few days of a leak happening. In addition to this, any meter that is registering as zero consumption is investigated and the meter repaired or replaced so accurate consumption can be captured.*

NEW BEST MANAGEMENT PRACTICES & IMPLEMENTATION PLAN

In addition to continuing existing practices and implementing the Capital Facilities Plan, the City plans to also:

Goal 1 – Reduce Water Use. Over the next five years, the City will reduce overall water deficiency by 5%, bringing the average water loss down to 23%.

1. Reduce governmental water use at City building by 5%.
2. Complete installation of updated water meters throughout the City.
3. Implement high water use notification system to ensure Users are notified of high usage in a timely manner.
4. Complete installation of “smart-timers” at City-owned property.

Goal 2 - Review and Update Ordinances and Zoning. To ensure requirements are up-to-date and effective, over the next five (5) years, review and update the City’s ordinances related to water conservation efforts. More specifically review Title 13 Public Services, Chapter 13.12 Culinary Water, Title 17 Subdivision Regulations, and Titles 18 and 20 Zoning.

Goal 3 – Increase Public Awareness and Education Efforts: Currently, the City only utilizes the City’s website to provide information about water conservation. Over the next five (5) years, the City plans to provide bi-annual flyers/door hangers/information with the monthly utility bill utilizing existing messages from Slow the Flow, DWRs’s Conserve Utah, and WaterSense.

PUBLIC INFORMATION, EDUCATION, & PROGRAMS

The City currently provides regular information to residents and educates them on wise watering practices through the City’s website:

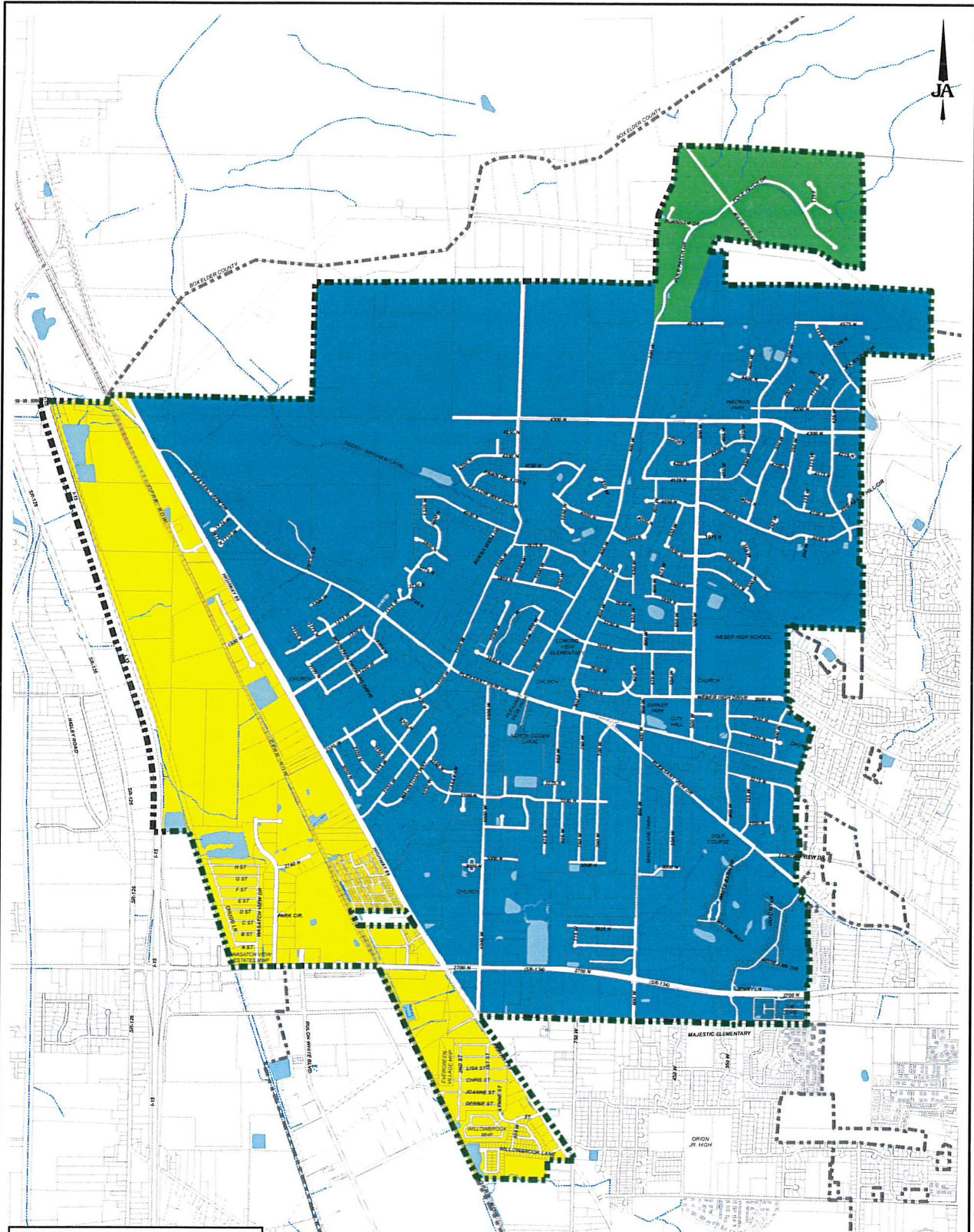
<https://www.pleasantviewcity.com/cms/one.aspx?portalId=3898895&pageId=15471357>

and works to educate high-use consumers individually.

ORDINANCES & STANDARDS IN PLACE

The following ordinances and standards have been adopted and are currently in place:

- Water Shortage Plan, 2014
- Public Work Standards for Development, Design, & Construction were updated and adopted in February 2019
 - Incorporates the Manual of Standard Plans, published by Utah LTAP Center, Utah State University (commonly known as APWA)
 - Includes information for Low Impact Developments
- City Code, Title 13 Public Services, Section 12.26, Scarcity of Water and 12.27 Waste of Water
- City Code, Title 17 Subdivision Regulations



GENERAL LEGEND

- PLEASANT VIEW CITY BOUNDARY
- SURROUNDING CITY BOUNDARIES
- RAILROAD
- STREAMS AND CANALS
- PONDS

SERVICE AREAS LEGEND

- PLEASANT VIEW CITY
(3052.85 Acres - Does not include roads)
- BONA VISTA WATER IMPROVEMENT DISTRICT
(785.82 Acres - Does not include roads)
- POLE PATCH
(183.40 Acres - Does not include roads)

SHEET
01
OF SHEETS

SCALE
1 in = 1,800 ft

MMDDYYYY
08/31/2020

DESIGNED BEB
DRAWN BEB
CHECKED DQS

PLEASANT VIEW CITY CORPORATION
WATER CONSERVATION PLAN
MAP 1
OVERALL CITY ACRES = 4491.67 AC

CONSULTING ENGINEERS
6080 Fashion Point Drive
South Ogden, Utah 84403 (801) 476-9767



City Council Meeting Memorandum

Road Dedication at 2550 North Street

Consideration of Road Dedication Plat

Proposal

The Council will consider a road dedication plat for 2550 North Street in relation to roadway improvements along 2550 North and 1000 West. The city is currently partnering with SunPro to complete improvements for the city to convert the one-way roadway into a two-way functioning road.

Attachments

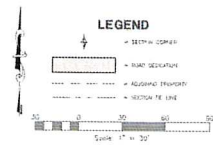
- Road Dedication Plat

Contact

Amy Mabey, City Administrator, 801-827-0468

2550 NORTH STREET DEDICATION

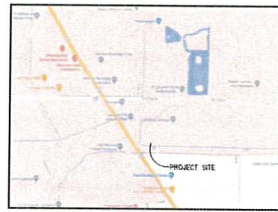
PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
PLEASANT VIEW, WEBER COUNTY, UTAH
JUNE, 2022



BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE NORTHWEST QUARTER AND THE NORTH QUARTER CORNERS OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS SHOWN HEREON.

CURVE TABLE

STATIONING	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
1+00.00	S 79° 01' 22" E	87.69	N 69° 25' 31" W	366.93
1+00.00	S 79° 01' 22" E	87.69	N 69° 25' 31" W	366.93



SURVEYOR'S CERTIFICATE

I, REEVE & ASSOCIATES, INC., SURVEYOR, HAVE BEEN DULY QUALIFIED BY THE BOARD OF SURVEYING AND MAPPING ENGINEERS OF THE STATE OF UTAH IN ACCORDANCE WITH TITLE 20, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND THAT THIS SURVEYOR IS A MEMBER OF THE PROFESSION AS SET FORTH IN THE UTAH PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND THAT THIS PLAT OF 2550 NORTH STREET DEDICATION IS A CORRECT AND COMPLETE REPRESENTATION OF THE SURVEY WORK AND DATA PROVIDED TO ME BY THE CLIENT, AND THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEBER COUNTY, UTAH, HAVE BEEN COMPLETELY COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2022.

REVEE & ASSOCIATES, INC.
SURVEYOR

CORPORATE DEDICATION AND CERTIFICATION

I, _____, PRESIDENT OF THE CORPORATION, DO HEREBY CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED AS A ROAD DEDICATED HEREON, HAVING BEEN LEGALLY ORGANIZED AND INCORPORATED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, AND THAT THE SAID REAL PROPERTY IS BEING DEDICATED TO THE PUBLIC AS A ROAD FOR THE USE OF THE PUBLIC, AND THAT THE DEDICATION IS IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEBER COUNTY, UTAH, AND THAT THE SAID DEDICATION IS NOT SUBJECT TO ANY OTHER CLAIMS OR INTERESTS.

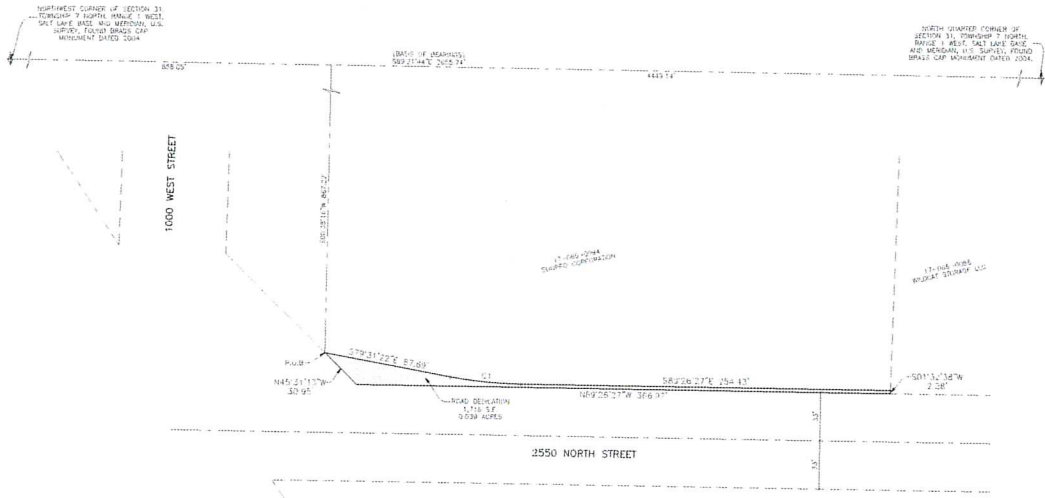
NAME: _____ TITLE: _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH: _____ COUNTY OF: _____

I, _____, DO HEREBY CERTIFY THAT THE UNDERSIGNED IS THE PRESIDENT OF THE CORPORATION, AND THAT THE SAID CORPORATION IS A LEGALLY ORGANIZED AND INCORPORATED ENTITY UNDER THE LAWS OF THE STATE OF UTAH, AND THAT THE SAID CORPORATION IS THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED AS A ROAD DEDICATED HEREON, AND THAT THE SAID CORPORATION IS DEDICATING THE SAID REAL PROPERTY TO THE PUBLIC AS A ROAD FOR THE USE OF THE PUBLIC, AND THAT THE DEDICATION IS IN ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEBER COUNTY, UTAH.

DATE: _____



LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT (A) 1700 WEST STREET 445.00 FEET AND 1000 WEST STREET 215.00 FEET FROM THE INTERSECTION OF THE CENTER LINES OF SAID STREETS; THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (B); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (C); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (D); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (E); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (F); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (G); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (H); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (I); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (J); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (K); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (L); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (M); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (N); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (O); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (P); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (Q); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (R); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (S); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (T); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (U); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (V); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (W); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (X); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (Y); THENCE S 79° 01' 22" E 87.69 FEET TO A POINT (Z); THENCE N 69° 25' 31" W 366.93 FEET TO A POINT (A). CONTAINING 1,714 SQUARE FEET OF ROAD WIDE MADE UP OF LESS

PLEASANT VIEW CITY COUNCIL ACCEPTANCE

APPROVED THIS _____ DAY OF _____, 2022, BY THE PLEASANT VIEW CITY COUNCIL.

CHAIRMAN: _____

CITY ENGINEER ACCEPTANCE OF PLAT

THIS PLAT HAS BEEN PREPARED BY THE CIVIL ENGINEER FOR GENERAL COMPLIANCE WITH THE REQUIREMENTS OF THE CIVIL ENGINEERING ACT AND THE ACTS OF THE LEGISLATURE, AND HAS BEEN REVIEWED AND APPROVED FOR THE PURPOSES OF THE PLAT, AND THE ENGINEER ASSUMES NO LIABILITY FOR THE PLAT, AND THE ENGINEER ASSUMES NO LIABILITY FOR THE PLAT, AND THE ENGINEER ASSUMES NO LIABILITY FOR THE PLAT.

DATE: _____

Reeve & Associates, Inc.
SURVEYORS

PROJECT INFO:
OWNER: _____
DESIGNER: _____
DATE: _____
SCALE: _____
PROJECT NO.: _____

Webster County Recorder

FILE NO. _____

DATE OF RECORDING: _____

RECORDED BY: _____

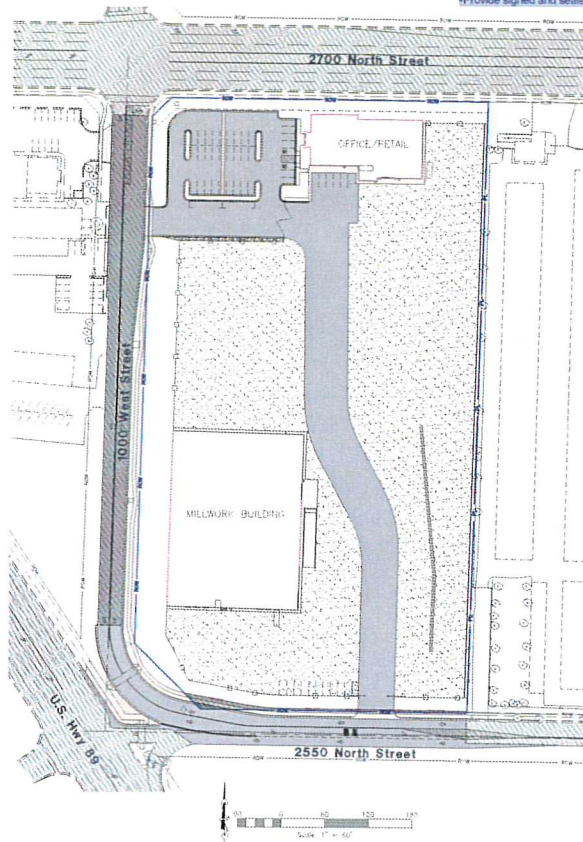
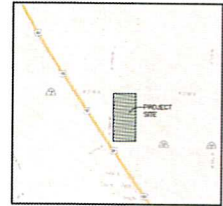
- Project Narrative/Notes/Revisions**
- 2021/12/20 RH - COMPLETED DESIGN PER UTM REVIEW
 - 2022/01/05 RH - REVISOR DESIGN PER CLIENT CHANGES
 - 2022/01/17 RH - REVISOR DESIGN PER CLIENT CHANGES
 - 2022/01/26 RH - REVISOR DESIGN PER CLIENT CHANGES
 - 2022/02/09 RH - REVISOR DESIGN PER CLIENT CHANGE & STORM GALT UPDATE

SunPro Improvement Plans

PLEASANT VIEW CITY, WEBER COUNTY, UTAH
DECEMBER 2021

Reviewed by DQS
02/28/2022 4:51:04 PM

- purple comments are from previous review
- blue comments are new
- See plan comments.
- See review memo.
- Provide signed and sealed plans.



Site Information

APR 11 10:00 AM
931 WEST 2700 NORTH
PLEASANT VIEW, WEBER COUNTY, UTAH

PRELIMINARY ZONE	C-2
PARKING STALLS PROVIDED	53 + 2 ADA
TOTAL PARCEL AREA	112,777 ± 1
BUILDING AREA	24,550 ± 1
IMPAVED PAVED AREA	73,700 ± 1
LANDSCAPE AREA	14,527 ± 1

- Sheet Index**
- Sheet C1 - Cover/Index Sheet
 - Sheet C2 - Notes/Legend/Street Cross-Section
 - Sheet C3 - Parcel Map
 - Sheet C4 - Existing Site Plan
 - Sheet C4.1 - Existing Site Plan
 - Sheet C5 - Proposed Site Plan
 - Sheet C5.1 - Proposed Site Plan
 - Sheet C6 - Grading & Drainage Plan
 - Sheet C6.1 - Grading & Drainage Plan
 - Sheet C7 - Utility Plan
 - Sheet C7.1 - Utility Plan
 - Sheet C8 - Civil Details
 - Sheet C9 - Storm Water Pollution Prevention Plan Exhibit
 - Sheet C10 - Storm Water Pollution Prevention Plan Details
 - Sheet C11 - Landscape Plan
 - Sheet C12 - Landscape Plan

Engineer's Notice To Contractors

The RECORDS AND EXISTING AS-BUILT INFORMATION shown on these plans were obtained from available information provided by others. THE RECORDS OTHER ARE APPROVED AND SHALL BE COMPLETED BY THE FIELD BY THE CONTRACTOR. NO THAT ANY NECESSARY ADJUSTMENTS CAN BE MADE BY THE CONTRACTOR AND ON BEHALF OF THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE UTILITY COMPANIES AND TAKE THE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES, UNDERGROUNDS, AND ANY OTHER UTILITIES SHOWN ON THE CONTRACTOR'S RECORDS AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Elevation Datum

Site Benchmark:
NGVD Post Cap Monument, Found at NW corner of Sect. 31, 17N, R.1W, S.8&M
U.S. Survey, Dated 2004
Elevation = 4,500.432 ± 0.008

Architect:
R&A
900 West South Jordan Parkway,
South Jordan, Utah 84095
PH: (801) 748-0455

Geotechnical Report:
G&G
CM Engineering Laboratories
PH: (801) 870-6753

Surveyor:
R&A
2150 South 1500 West
Riverton, Utah 84405
PH: (801) 821-3100

Landscape Architect:
R&A
2150 South 1500 West
Riverton, Utah 84405
PH: (801) 821-3100

Developer Contact:
Ryan Lusk
Utah Properties
PH: (352) 260-6220

Project Contact:
J. Nora Fenech
R&A & Associates, Inc.
2150 South 1500 West
Riverton, Utah 84405
PH: (801) 821-3100



Reeve & Associates, Inc.
REGISTERED PROFESSIONAL ENGINEER
UTAH LICENSE NO. 10000

Project Info:
Project Name: SUNPRO
Project No: 2022-02-09
Revision: 01

Scale:
1" = 60'

Revised: 2022-02-09
Sheet: C1
16 of 16

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. 931 WEST 2700 NORTH, PLEASANT VIEW, UTAH. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED, COPIED, OR USED IN ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. DESIGN AND LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN HEREON WITHOUT THEIR CONSENT.



June 8, 2022
Sara Urry

Dear Sara

Thank you for giving us the opportunity to perform your fireworks display for the Pleasant View Fireworks Display take place Saturday June 25, 2022 It is an honor to provide your fireworks and be a part of this great tradition.

Included: The necessary insurance, Federal and State licenses, local permit, transportation, fireworks, all of the product materials and equipment, crew and a State licensed Pyrotechnic Display Operator to manage, and fire and clean up the immediate area around the launch site. The display will be conducted in compliance with NFPA code 1123 for display fireworks and the local Authority Having Jurisdiction. The program listed in this proposal will be 100% electrically fired.

The following proposal is for a budget of \$20,000.00

MORNING OPENER
25 SALUTES SHOT AT 7:00AM

SHOW

3 Inch Aerial shells = 750
4 Inch Aerial shells = 150
5 Inch Aerial shells = 75
6 Inch Aerial shells = 45
8 Inch Aerial Shells = 12

Thank you once again for giving us the opportunity to be your fireworks company. Please call with any concerns, discussions, or questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chuck Johnson".

Chuck Johnson
President

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into as of the 14th day of June 2021 (“Effective Date”), by and between **PLEASANT VIEW CITY**, a municipal corporation of the State of Utah, hereinafter "City," and **VORTEX FIREWORKS ARTISTS**, a Utah corporation, hereinafter "Contractor."

WITNESSETH:

WHEREAS, City has established a need for professional services of a fireworks provider; and

WHEREAS, Contractor has demonstrated necessary qualifications and proposed to provide such professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. Performance of Services. City hereby agrees to engage Contractor, and Contractor hereby agrees to perform as a Fireworks Service Provider, as set forth in the Scope of Services, as identified in Exhibit "A," incorporated herein by reference. Contractor is qualified and possesses the expertise, training and skills necessary to perform such designated services. Any services not specifically described therein but which may be fairly implied as required thereby or necessary to complete the work for the use or purpose intended shall be within the Scope of Services (Exhibit "A") to be provided hereunder.

2. Time of Performance. This Agreement shall commence on the Effective Date entered above. The term of this Agreement shall be for Founders Day Celebrations planned for on Saturday, June 25, 2022. All services to be provided by Contractor, as defined within the Scope of Services ("Exhibit A") of this Agreement, will be completed no later than the termination date of the Agreement.

3. Compensation. The total compensation for services provided within the scope of work shall be \$20,000.00.

4. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Contractor shall be entitled to receive only the pro rata share of the total compensation, which is equal to any satisfactory work completed as of the date of termination. Upon termination, Contractor shall reimburse the City for any prepaid payments received in excess of the pro rata share earned by Contractor. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Contractor, and City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due City from Contractor is determined.

5. Non-assignability. Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City thereto, except that claims for money due or to become due Contractor from City under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to City. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

6. Interest of Contractor. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

7. Indemnification. Contractor agrees to indemnify, and save harmless City and its authorized, officers and employees from and against any and all claims, losses, damages, demands, actions, costs, charges, and liability for damages, including attorney's fees and other costs of defense incurred by City, whether for damage to or loss of property, or injury to or death of any person, arising out of the negligent actions of Contractor, its agents, employees or subcontractors, unless such damages, loss, injury or death are caused concurrently by the negligence of City.

Likewise, City shall indemnify and defend Contractor and its authorized agents, officers, and employees against and hold them harmless from any and all claims, losses, damages, demands, actions, costs, charges, and liability for damages, including attorney's fees and other costs of defense incurred by Contractor whether for damage to or loss of property, or injury to or death of any person, arising out of the actions of City, its agents or employees, unless such damages, loss, injury or death are caused solely by the negligence of Contractor.

8. Modifications. This Agreement may only be modified by a written amendment hereto, executed by both parties. However, matters concerning Scope of Services ("Exhibit A") which do not affect the agreed upon price may be modified in writing by mutual consent of Contractor and City.

9. Attorney's Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

10. Notice. Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Amy Mabey, Pleasant View City Administrator
520 West Elberta Drive
Pleasant View City, Utah 84414

Contractor: Vortex Fireworks Artists
1865 Wasatch Drive
Salt Lake City, Utah 84108

11. Independent Contractor. Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

12. Conflict of Interest. Contractor hereby covenants that is has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to the Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

13. When Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

14. Integrated Document. This Agreement embodies the entire agreement between City and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

15. Compliance with Laws. Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement.

16. Employment Status Verification. Contractor shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-12-302 of the Utah Immigration Accountability and Enforcement Act.

17. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law. The forum or Venue for litigation of any dispute arising from or related to this agreement shall be the courts of the State of Utah. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

PLEASANT VIEW CITY

By: Leonard Call, Mayor

ATTEST:

Laurie Hellstrom, City Recorder

CONTRACTOR:

By: Chuck Johnson, President

Exhibit "A"

SCOPE OF SERVICES

Contractor will produce and provide the following products, outcomes and services:

1. Morning opener – including 25 salutes shot at 7:00 am
2. Firework Show in evening including:
 - a. 3 Inch Aerial shells = 750
 - b. 4 Inch Aerial shells = 150
 - c. 5 Inch Aerial shells = 75
 - d. 6 Inch Aerial shells = 45
 - e. 8 Inch Aerial shells = 12



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 07/08/2020, (the "Master Lease Agreement") between The Bancorp Bank (Lessor) and Pleasant View City (Lessee).

Date 06/08/2022 Customer # 21161
 Unit # TBD

Year, Make & Model	Garaging Address
2022 Ford F150 Lariat Supercrew 4WD SWB	520 West Elberta Dr. Pleasant View, UT 84414 Weber County County
VIN	
1FTFW1E8XNFA18670	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Antimatter Blue	Black		UT	15,000

Term & Frequency	<u>3 Annual</u>	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$4,796.48</u>	Downpayment	<u>\$0.00</u>
Sales / Use Tax	<u>Exempt</u>	Termination Value	<u>\$38,000.00</u>
Total Periodic Annual Payment	<u>\$4,796.48</u>	Estimated Initial Tax & Tags	<u></u>
Interim Rent	<u>\$0.00</u>		

Additional Terms and Conditions:

LESSEE	Signature _____	Signature _____
	Title _____	Title _____
	Signature _____	LESSOR The Bancorp Bank
	Title _____	Signature _____
		Title _____



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement Open-End Lease dated 07/08/2020, (the "Master Lease Agreement") between The Bancorp Bank (Lessor) and Pleasant View City (Lessee).

Date 06/08/2022 Customer # 21161
 Unit # TBD

Year, Make & Model	Garaging Address
2022 Ford F150 Lariat Supercrew 4WD SWB	520 West Elberta Dr. Pleasant View, UT 84414 Weber County County
VIN	
1FTFW1E81NFA18671	

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Antimatter Blue	Black		UT	15,000

Term & Frequency	<u>3 Annual</u>	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$4,796.48</u>	Downpayment	<u>\$0.00</u>
Sales / Use Tax	<u>Exempt</u>	Termination Value	<u>\$38,000.00</u>
Total Periodic Annual Payment	<u>\$4,796.48</u>	Estimated Initial Tax & Tags	<u></u>
Interim Rent	<u>\$0.00</u>		

Additional Terms and Conditions:

LESSEE	Signature _____	Signature _____
	Title _____	Title _____
	Signature _____	LESSOR The Bancorp Bank
	Title _____	Signature _____
		Title _____



City Council Meeting Memorandum

Towing Company Agreement

Agreement for Towing Services with Lost Recovery Inc.

Proposal

The Council will consider an agreement with Lost Recovery Inc. to perform as a towing service provider in the event of an accident where vehicle owners/operators don't request a preferred towing company. In the event of a traffic accident, this towing company is contacted by City Police to provide towing services, and the legitimacy and quality of services have been vetted through a Request for Proposals (RFP) process.

Attachments

- Draft Agreement
 - o Exhibit A – Scope of Services
 - o Exhibit B – Request for Proposals

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into as of the 14th day of June 2021 (“Effective Date”), by and between **PLEASANT VIEW CITY**, a municipal corporation of the State of Utah, hereinafter "City," and **LOST RECOVERY INC.**, a Utah corporation, hereinafter "Contractor.”

WITNESSETH:

WHEREAS, City has established a need for professional services of a towing service provider; and

WHEREAS, Contractor has demonstrated necessary qualifications and proposed to provide such professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. Performance of Services. City hereby agrees to engage Contractor, and Contractor hereby agrees to perform as a Towing Service Provider, as set forth in the Scope of Services, as identified in Exhibit "A," incorporated herein by reference. Contractor is qualified and possesses the expertise, training and skills necessary to perform such designated services. Any services not specifically described therein but which may be fairly implied as required thereby or necessary to complete the work for the use or purpose intended shall be within the Scope of Services (Exhibit “A”) to be provided hereunder.

2. Time of Performance. This Agreement shall commence on the Effective Date entered above. The term of this Agreement shall be for a period of twelve (12) months from the date of this Agreement, and may be extended upon mutual consent of both parties. All services to be provided by Contractor, as defined within the Scope of Services ("Exhibit A") of this Agreement, will be completed no later than the termination date of the Agreement.

3. Compensation. There is no compensation that will be awarded by the City for services provided. The Contractor shall be compensated by individuals utilizing its services.

4. Termination of Agreement for Cause. If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof. In the event of termination for cause, Contractor shall be entitled to receive only the pro rata share of the total compensation, which is equal to any satisfactory work completed as of the date of termination. Upon termination, Contractor shall reimburse the City for any prepaid payments received in excess of the pro rata share earned by Contractor. Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Contractor, and City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due City from Contractor is determined.

5. Termination for Convenience. This Agreement may be terminated by City upon thirty (30) days written notice to Contractor. In the event this contract is terminated by City prior to completion, City shall be obligated to pay Contractor an amount equal to the amount owed under the terms of the contract for work completed through the date of termination, subject to the completion of this scheduled work product. Likewise, this Agreement may be terminated by Contractor upon thirty (30) days written notice to City. In the event this contract is terminated by Contractor prior to completion, Contractor shall deliver to City all work product produced and paid for up to that date. City shall be obligated to pay Contractor an amount equal to the amount owed under the terms of the contract for work performed through the termination of the contract. All applicable fees due are determined based on the steps completed as outlined in the Scope of Services ("Exhibit A").

6. Non-assignability. Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City thereto, except that claims for money due or to become due Contractor from City under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to City. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

7. Interest of Contractor. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

8. Indemnification. Contractor agrees to indemnify, and save harmless City and its authorized, officers and employees from and against any and all claims, losses, damages, demands, actions, costs, charges, and liability for damages, including attorney's fees and other costs of defense incurred by City, whether for damage to or loss of property, or injury to or death of any person, arising out of the negligent actions of Contractor, its agents, employees or subcontractors, unless such damages, loss, injury or death are caused concurrently by the negligence of City.

Likewise, City shall indemnify and defend Contractor and its authorized agents, officers, and employees against and hold them harmless from any and all claims, losses, damages, demands, actions, costs, charges, and liability for damages, including attorney's fees and other costs of defense incurred by Contractor whether for damage to or loss of property, or injury to or death of any person, arising out of the actions of City, its agents or employees, unless such damages, loss, injury or death are caused solely by the negligence of Contractor.

9. Modifications. This Agreement may only be modified by a written amendment hereto, executed by both parties. However, matters concerning Scope of Services ("Exhibit A") which do not affect the agreed upon price may be modified in writing by mutual consent of Contractor and City.

10. Attorney's Fees. In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable attorney's fees and costs.

11. Notice. Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Amy Mabey, Pleasant View City Administrator
520 West Elberta Drive
Pleasant View City, Utah 84414

Contractor: Lost Recovery Inc.
2231 North Rulon White Blvd.
Ogden, Utah 84404

12. Independent Contractor. Contractor is independent of the City and shall perform all services according to its own methods without being subject to the control of the City except as to the results obtained. The City shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

13. Conflict of Interest. Contractor hereby covenants that is has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to the Agreement. Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

14. When Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

15. Integrated Document. This Agreement embodies the entire agreement between City and Contractor for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

16. Compliance with Laws. Contractor shall comply with all laws, ordinances, regulations, rules, etc., of the federal, state and local governments in connection with the performance of this Agreement.

17. Employment Status Verification. Contractor shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-12-302 of the Utah Immigration Accountability and Enforcement Act.

18. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

19. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law. The forum or Venue for litigation of any dispute arising from or related to this agreement shall be the courts of the State of Utah. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

PLEASANT VIEW CITY

By: Leonard Call, Mayor

ATTEST:

Laurie Hellstrom, City Recorder

CONTRACTOR:

By: Casey R Snyder, Lost Recovery Inc.

Exhibit "A"

SCOPE OF SERVICES

Contractor will produce and provide the following products, outcomes and services:

1. Provide a tow truck service for Pleasant View for calls for service and have a written agreement with the tow truck/wrecker services dispatch.
2. Provide a tow truck that can be on scene within 20-25 minutes of being requested.
3. Capable of servicing 150 police generated tows annually.
4. All trucks responding to Pleasant View City calls for service shall have:
 - a. Current DOT inspection
 - b. Evidence of current workers comp and liability insurance(s)
 - c. Proper tools
 - d. The resources to tow all vehicles needed.
5. Remain available 24 hours a day, 7 days a week.
6. Complete clean-up of accident scenes, to include but not limited to debris, fluids and glass left because of a crash.
7. Perform background checks on all employees and provide the checks to Pleasant View Police Department.
8. Provide owner access to vehicles towed on a 24-hour, 7 day a week basis. If the owner is requesting release of a vehicle or access to the vehicle to obtain life essential property as defined in R909-19-3, the company shall make personnel available to release the vehicle or provide access to the vehicle within two hours of when the owner makes the request. Any fee other than the regular business hours retrieval fee shall follow any applicable statute or rule.
9. Have access to a boom truck, roll off and large semi size truck. Provide a contingency for multiple vehicle accidents.
10. Store impounded vehicles in a secure impound yard within boundaries of Weber County.
11. Maintain complete and accurate records of all tows including those incidents where the provider uses a third-party tower to assist with a Pleasant View call for service.
12. Maintain a state tax approved storage area and a secure area for seized items or vehicles.
13. Provide a secure storage area for personal belongings removed from towed vehicles.
14. Provide records and documentation of compliance with all applicable state laws including but not limited to business license and proof of insurance.
15. Provide a fee schedule.
16. Waive all storage impound fees for reported recovered stolen vehicles. All tow fees would still apply.
17. Provide a centralized location for customer service responses.
18. Lost Recovery Inc. agrees to disclose to Pleasant View Police Department all incidents or occurrences of accident or injury or property damage that may result in a claim.

19. Lost Recovery Inc. agrees to indemnify, save harmless, and release Pleasant View City, participating agencies and all of its officers, agents, volunteers and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or party by the acts or negligence of the company's officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.

Additionally, Lost Recovery Inc. acknowledges and agrees to all Bidder Requirements as listed in the Request for Proposal ("Exhibit B").

Exhibit "B"

Request for Proposal

Request for Proposal
Pleasant View City Corporation
Towing Service Provider

Introduction:

Pleasant View City Corporation is requesting proposals from qualified individual(s) or firm(s) that can provide non-preference towing services to Pleasant View City. It is Pleasant View City's goal to contract with a single provider that can provide most or all non-preference towing requirements. The successful contractor may use third-party towers to meet the contract requirements if contractor is fully responsible for the quality and efficiency of the service of such third-party providers and meets all the other service requirements of the agreement. While this RFP seeks a proposer that can accommodate most or all non-preference tows required by Pleasant View City, the resulting contract will be non-exclusive, and Pleasant View City reserves the right at its sole discretion to enter in agreements with more than one tow company if Pleasant View City determines at any time it is in their best interest to do so.

Bidder Requirements:

Pleasant View City proposes each of these requirements for the protection and safety of its citizens:

1. Maintain a tow truck service for Pleasant View calls for service and have a current written agreement with the tow truck/wrecker services dispatch
2. Provide a tow truck that can be on scene within 20-25 minutes of being requested by Pleasant View City
3. Capable of servicing 150 police generated tows annually
4. All trucks responding to Pleasant View City calls for service shall have the following:
 - A. Current DOT inspection
 - B. Current insurance
 - C. Proper equipment
 - D. The resources to tow all vehicles (light medium and heavy as outlined in Utah Administrative Code R909-19)
5. Remain available 24 hours a day, 7 days a week

6. Provide owner access to vehicles towed on a 24 hour, 7 day a week basis. If the owner is requesting release of a vehicle or access to the vehicle to obtain life essential property as defined in R909-19-3, the company shall make personnel available to release the vehicle or provide access to the vehicle within two hours of when the owner makes the request. Any fee other than the regular business hours retrieval fee shall follow any applicable statute or rule.
7. Have access to a boom truck, roll off and large semi size truck. Provide a contingency for multiple vehicle accidents
8. Complete cleanup of an accident scene to include but not limited to debris and spills
9. Store impounded vehicles in a secure impound yard within boundaries of Weber County
10. Maintain complete and accurate records of all tows including those incidents where the provider uses a third-party tower to assist with a Pleasant View call for service
11. Perform background checks on all employees and provide the checks to Pleasant View Police Department
12. Maintain a state tax approved storage area and a secure area for seized items or vehicles
13. Provide a secure storage area for personal belongings removed from towed vehicles
14. Provide records and documentation of compliance with all applicable state laws including but not limited to business license and proof of insurance.
15. Fee schedule
16. Waive all storage impound fees for reported recovered stolen vehicles. All tow fees would still apply
17. Centralized location for customer service response to inquiries of towed vehicles.
18. The company agrees to disclose to Pleasant View Police all incidents or occurrences of accident or injury or property damage that may result in a claim.
19. The company agrees to indemnify, save harmless, and release Pleasant View City, participating agencies and all of its officers, agents, volunteers and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or part by the acts or negligence of the companies' officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence

Response to Request for Proposal

Pleasant View City will accept proposals from companies that can provide all or most of the work described in the Bidder Requirements. Applicants should include qualifications for work set forth in this RFP for which it proposes to provide services.

Each proposal must include as a minimum the following information

- A. Company information such as name, address, phone number and email address
- B. Name of all employees and copies of background checks
- C. Name and contact information of any third-party companies that you anticipate using if needed
- D. A description of your company's experience and capabilities of fulfilling this contract if awarded
- E. Fee schedule
- F. Copy of the business license or place of business and each yard, or receipt of showing that the company is licensed as a towing company and has paid all regulatory fees
- G. Provide the centralized location for customer service response to inquiries of all vehicles towed
- H. Statement that the centralized location will be available 24 hours a day, 7 days a week
- I. Other records and documentation for compliance with all applicable state laws
- J. Tow truck information:
 - A. Current DOT inspection
 - B. Current proof of insurance
 - C. Proper tools
 - D. All needed resources to tow all vehicles
- K. Provide information on access to boom truck, roll off truck and large semi-sized truck
- L. Provide information on the required storage for personal belongings removed from the towed vehicles
- M. Statement that company will waive all storage and impound fees for reported recovered stolen vehicles
- N. Evidence of insurability
- O. A list of three references

Additional Items

- 1. Non-preference tows covered under this RFP include tows resulting in the following circumstances:
 - A. Vehicle accidents where the vehicle owner or driver has not expressed a preference of tow company
 - B. Vehicles towed for parking violations
 - C. Vehicles towed for City code violations
 - D. Abandoned vehicles
 - E. Evidence tows

- F. Police safekeep requests- safekeep refers to vehicles identified by Officers that may be released upon payment of appropriate fees
- G. Other City related tows as needed including but not limited to RV trailers and vessels

Narrative

Proposers will be evaluated on their ability to meet a large portion of Pleasant View City's non-preference towing needs with its own resources. However, it is expected that the successful proposer may meet some of the contract obligations using third-party towers, provided the proposer remains responsible for the quality and efficiency of all third-party services provided. Proposer will provide good customer services experience for the City and vehicle owners, and proposer is the single point of contact for Pleasant View City, dispatch, and the vehicle owners. Please outline how the proposer will meet these requirements, addressing the following:

1. Will the proposer provide a single source of contact for the vehicle owners, the City and dispatch including how this will be accomplished if a third-party tower is needed?
2. Where will towed vehicle owner's recover their vehicle including those towed by a third-party tower and how will this be communicated to vehicle owner's/driver's?
3. How will the tower handle safekeep requests? Will the owner be able to recover the vehicle on weekends prior to state tax offices opening?
4. What are the proposer's fees and charges that are not determined by statute or regulation? Describe when and how they will be imposed.
5. How will the proposer document, investigate and resolve vehicle owner and/or City complaints?
6. How will the proposer use other tow companies to fill Pleasant View City work?
7. What experience does the tow company have working with Pleasant View City and Pleasant View Police? Include how many years of service and notable work.
8. It is expected that the proposer's compensation will be paid by owners of towed vehicles consistent with state law. The City will not guarantee any payments owed to proposer. Are there any tow services described in this RFP that the tower expects payment from Pleasant View City?
9. Does the proposer understand that being selected and entering into an agreement with Pleasant View City does not guarantee the proposer will be extended any specific amount of work?

Evaluation of Proposals

Proposals will be evaluated with how the proposer meets the requirements indicated in this RFP and the customer service needs of Pleasant View City and the Pleasant View Police Department and the citizens of Pleasant View. All proposals submitted in response to this RFP will be evaluated in a manner consistent with Pleasant View City Policy and Procedures.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals received by the deadline given (proposals received after the deadline will be eliminated). The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals, which in the judgement of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration. Each proposer bears sole responsibility for the items included or not included in the response to this RFP. The City reserves the right to disqualify any proposal that include significant deviations or exceptions to the terms, conditions, and specifications in the RFP.

Insurance Requirements

The contractor is expected to maintain appropriate and adequate insurance for the work they are doing throughout the duration of the contract and be willing to provide proof of that insurance when submitting their response to this proposal and be willing to provide proof of that insurance whenever requested from Pleasant View City. Insurance should include but not be limited to vehicle insurance on trucks, workers compensation liability insurance, business liability insurance etc.

Additional information-general terms and conditions

- A. Qualified respondents should be licensed contractors in the State of Utah for this type of work and have experience with all the work defined in the scope of work
- B. For the projects that are security sensitive in nature, Pleasant View City reserves the right to conduct a criminal background check of each person who will be providing services in response to the RFP. If requested, the contractor shall submit a BCI Criminal History Report dated within 30 days of response to RFP for each employee that shows "Criminal History Verified" and has an arrest history. Employees who have convictions on their BCI record may be subject to further approval by Pleasant View City.

- C. All work must meet current industry standards including all Federal, State, and local rules and regulations
- D. Pleasant View City reserves the right to request clarification of information submitted, and to request additional information from any proposer
- E. Pleasant View City will make every effort to ensure that all proposers are treated fairly and equally throughout the advertisement, review and selection process
- F. All costs related to the preparation of proposals and any related activities are the sole responsibility of the proposer. Pleasant View City assumes no liability for any costs incurred by the proposer throughout the selection process
- G. Once submitted, all proposals including attachments, supplementary materials, addenda etc. become property of the Pleasant View Police Department
- H. No member, officer, employee of Pleasant View City during his or her tenure should have any interest in, direct or indirect, this contract or the proceeds thereof, except as permitted by Pleasant View City
- I. The proposer guarantees the proposal is not a product of collusion with any other proposer and no effort has been made to fix the proposal price or to fix any overhead, profit or cost estimate of any proposal price
- J. Pleasant View City reserves the right to reject any proposals, cancel all or parts of this RFP, waive any minor irregularities and request additional information from respondents. Pleasant View City will not reimburse the respondents to this RFP for any expenses incurred in preparing the proposals, or for attendance of any meetings related to the proposal process. This RFP does not obligate Pleasant View City to accept any proposal or contract for any services. Pleasant View City reserves the right to waive any informality or technicality in proposals received, when it is in the best interest of the City. Pleasant View City reserves the right to enter in to contracts with more than one vendor
- K. The selection of the company to be awarded the contract will be made by a selections committee comprised of City employees and/or the elected Mayor and City officials. Pleasant View City reserves the right to negotiate and have discussions with prospective service providers as necessary, however Pleasant View City may award the contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Pleasant View City.
- L. The City reserves the right to terminate the agreement upon the contractor's failure to meet the terms and conditions of this agreement for any reason. Pleasant View City may terminate the agreement at any time by giving written notice to the contractor at least 30 days before the effective date of the termination

- M. The agreement may be amended, modified, or supplemented only by written amendment to the agreement, executed by authorized person of each party, and attached to the original signed copy of the agreement
- N. Pursuant to the Utah Government Records and Management Access Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect ay records, a request for business confidentiality may be submitted to the Pleasant View City Recorder at the time of bid submission
- O. If either Pleasant View City or the awarded contractor wish to terminate this agreement it shall be done with at least 30 days written notice of intent to terminate the contract

Instructions

This Request for Proposal will constitute the governing document for submitting proposals and will take precedence over any oral representations.

For any questions related to the RFP, please contact Lieutenant Talbot at Pleasant View City at 801-827-0461 or by email at stalbot@pleasantviewpolice.com

Submissions of Proposals

Companies shall prepare one copy of the required documentation on one sealed envelope and submit it to the Pleasant View City Administrator at 520 West Elberta Drive, Pleasant View, Utah, 84414 no later than May 1, 2022, at 12:00. Please label the envelope with "Towing RFP" and the proposer's company name. Late proposals will not be considered.

All submissions shall be hand delivered to the address listed above. The City office is open Monday through Thursday 8 am to 5 pm and Friday 8 am to 12 pm. The office is closed weekends and holidays.

Pleasant View City welcomes and encourages bids from women and minority owned businesses.



POLICY 2022-3

On-Call Amendment Policy.

The On-Call Policy of the Pleasant View City's Policies & Procedures Manual is hereby amended as follows:

11. ON-CALL

Some City departments require an employee to be "on call" for emergency response purposes. When an employee is on-call, he/she must:

- A. Be able to be contacted by phone or pager.
- B. Respond to a call as soon as possible, but always within no more than ~~30~~ 45 minutes.
- C. Be capable of assessing emergency situations and determining the need to call for additional help or resources.

Since being on-call restricts an employee's ability to fully utilize his/her personal time "off the clock," the on-call assignment shall be given additional compensation. When on-call during regular work days (Monday through Thursday), an employee shall be compensated the equivalent of two (2) ~~one (1)~~ hour at his/her regular rate of pay per day. When on-call weekends (Friday through Sunday) or holidays, an employee shall be compensated the equivalent of four (4) ~~two (2)~~ hours at his/her regular rate of pay per day.

When the on-call employee is called out, he/she shall be eligible for compensation as provided in Section 12 of this Chapter (in addition to the standard on-call compensation).

APPROVED this ____ day of _____, 2022

Leonard M. Call, Mayor

Attest:

Laurie Hellstrom, City Recorder

This policy has been approved by the following vote of the Pleasant View City Council:

CM Arrington: _____
CM Gibson: _____
CM Marriott: _____
CM Nelsen: _____
CM Urry: _____